

K# 6886

# AGREEMENT

Between

SAFEWAY STORES, INC.

Colorado



2004-2009 Contract

and

UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL NO. 7

Chartered by the

UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION

**THE OFFICES OF LOCAL 7 ARE LOCATED IN THE**

**UFCW BUILDING  
7760 West 38<sup>th</sup> Avenue, Suite 400  
Wheat Ridge, Colorado  
80033-9982**

**Telephone - (303) 425-0897  
Toll Free - 1-800-854-7054  
Website: [www.ufcw7.org](http://www.ufcw7.org)  
E-Mail: [webmaster@ufcw7.org](mailto:webmaster@ufcw7.org)**

**If you should have any questions or wish to file a grievance,  
contact your Union Representative or come to the Local Union office.**

**MEMBERS' OATH & OBLIGATION:**

**I, (your name), pledge to uphold Union principles, to support and  
participate in the endeavors of this Union. I promise to conduct myself  
in a manner that will reflect credit upon this organization.**



***Ernest L. Duran, Jr., President  
Stan Kania, Secretary-Treasurer***

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Alamosa, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 17, 2004 through and including June 13, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Alamosa, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Boulder and Louisville, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**September 12, 2004 through and including May 9, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan areas of Boulder, Colorado, and Louisville, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Brighton, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1 The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Brighton, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Broomfield, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**September 12, 2004 through and including May 9, 2009**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Broomfield, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Canon City, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Canon City, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Castle Pines, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

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**September 12, 2004 through and including May 9, 2009**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer at 560 Castle Pines Parkway, Castle Pines, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Colorado Springs, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 24, 2004 through and including June 20, 2009**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Colorado Springs and Monument, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Conifer, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**September 12, 2004 through and including May 9, 2009**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and deli/casess employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Conifer, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Denver, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Denver, Colorado, (as such area as is shown on the map attached hereto and by this reference made a part hereof) but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Evergreen, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Evergreen, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Fort Collins, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Fort Collins, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

*Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.*

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Fort Morgan, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Fort Morgan, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.



**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Fountain, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7**  
**(Denver, Colorado)**

**Chartered by the**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION, AFL-CIO**

**TERM:**

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**ARTICLE I**  
**RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer at 6925 Mesa Ridge Parkway, Fountain, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Frisco, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Frisco, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Greeley, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Greeley, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Idaho Springs, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

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**AGREEMENT**

**Between**

**SAFEWAY INC.**

**La Junta, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

*Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of La Junta, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.*

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Lamar, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

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**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Lamar, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Leadville, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 24, 2004 through and including June 20, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Leadville, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Longmont, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 24, 2004 through and including June 20, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION "

**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Longmont, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.



**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Loveland, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 24, 2004 through and including June 20, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Loveland, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Monte Vista, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 17, 2004 through and including June 13, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION "

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Monte Vista, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Parker, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**September 12, 2004 through and including May 9, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Parker, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Pueblo, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 31, 2004 through and including June 27, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC., Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Pueblo, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Salida, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 17, 2004 through and including June 13, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Salida, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Trinidad, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 17, 2004 through and including June 13, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC., Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1 The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Trinidad, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Vail, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 24, 2004 through and including June 20, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC. Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE 1  
RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in Vail, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement

**AGREEMENT**

**Between**

**SAFEWAY INC.**

**Walsenburg, Colorado**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7  
(Denver, Colorado)**

**Chartered by the  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**TERM:**

**( M e a t )**

**October 17, 2004 through and including June 13, 2009**

THIS AGREEMENT is made and entered into by and between SAFEWAY INC., Denver Division, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

**ARTICLE I  
RECOGNITION AND EXCLUSIONS**

Section 1 The Employer recognizes the Union as the sole collective bargaining representative for all meat cutters, apprentices, wrappers, butcher block sales persons and delicatessen employees, clean-up personnel, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the meat market or markets owned or operated by the Employer in the metropolitan area of Walsenburg, Colorado, but excluding all store managers, courtesy clerks, office and clerical employees, janitors, parking lot attendants, food clerks, warehouse employees, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act, as amended, and all other employees.

Any new stores opened within the contractual boundaries of this contract shall be accreted to this Agreement.



**ARTICLE 2**  
**SERVICE IN MEAT-DELICATESSEN DEPARTMENTS, PLANTS**

Section 2. All work performed in the meat, delicatessen and seafood department(s) will be done by members of the bargaining unit, **except Store Managers, Assistant Store Managers, and Field Merchandisers may perform all duties in the meat department without restriction.** For the purpose of this Agreement, the meat department is defined as the area occupied by the meat storage rooms, the meat preparation rooms and the service and/or self-service display cases where fresh, smoked, cooked and frozen meats, poultry, fish and seafood are offered for retail sale. With the exception of poultry products, the pricing of all meat products shall be done on the premises except as provided herein. Notwithstanding, the Employer may have specialized sanitation work, such as cleaning of ceiling tiles, grease traps, drains, walls, etc., performed by personnel outside of the bargaining unit.

Section 2A. Bargaining unit employees shall perform the work of cutting or preparation of meats that are cut, processed or prepared on the Employer's premises for immediate human consumption.

All fresh, cured, smoked or frozen meat, refrigerated luncheon meats, fish, poultry and rabbits shall be handled by employees within the bargaining unit. Nothing in this Agreement shall be construed to prevent non-bargaining unit employees from selecting customer purchases from the sales floor throughout the entire store, including the storage and retrieval thereof.

No one other than employees covered by this Agreement shall be permitted to perform the cutting or preparation of meat in the meat departments, meat markets, seafood or delicatessen departments on the Employer's premises, except as set forth below:

- (1) This does not include the transaction of the checkstand.
- (2) No representative of management above the level of head meat cutter (except for owners, partners and/or officers of the Employer) shall perform the work customarily assigned to employees in the bargaining unit except: (a) when a bargaining unit employee who has been scheduled to work fails to report to work as scheduled; or (b) in connection with the instruction or training of an employee or employees; or (c) in connection with the first thirty days of the opening of a new or remodeled market; or (d) in connection with simple straightening of display cases; or (e) in connection with the removal of outdated, distressed or damaged merchandise from display cases; or (f) in connection with floor maintenance work performed by a member of the retail clerks bargaining unit in connection with work related to the meat, delicatessen and seafood departments; or (g) in response to a specific customer request.

Section 2B. Vendor Work. Direct store vendors who deliver the product categories of beverages (including juice sold in produce/deli departments), cookies and crackers, bakery, pizza, **specialty/gourmet/natural foods**, ice cream and chips, shall be allowed to perform all work in connection with the sale of their products directly delivered to the store. For purposes of this provision, the product categories as used herein shall be interpreted to include all products delivered by such vendor. **Additionally, all vendors shall be allowed to stock and otherwise maintain any J-Hook or Clip strip program.** Additionally, all vendors may perform: any work in connection with promotional and seasonal displays; facing in connection with the service of product, rotation of product; cleaning of product, shelves and racks; affixing coupons and other promotional materials to products. Vendors shall be permitted to perform three (3) major resets per store, per section, per calendar year. Additionally, vendors may perform work, as necessary to accommodate the introduction of new items, or removal of discontinued items, from the set; checking of code dates and removal of out-dated product; and any

work in connection with the opening of a new store and the two (2) week period thereafter, or during the two (2) weeks before and after a store remodel.

Section 2C A Journeyman Meat Cutter shall be on duty in each store a minimum of eight (8) hours per calendar day. Hours scheduled in the classifications of Head Meat Cutter and First Cutter may be used to satisfy this obligation. **The Employer agrees not to layoff a Journeyman Meat Cutter hired and assigned to a retail store position on or before March 26, 2005 as the direct result of this section.** [Note: Applies to Denver, Boulder, Brighton, Broomfield, Conifer, Evergreen, Frisco, Idaho Springs, Leadville, Parker, Pueblo, and Vail, Colorado. Does not apply to Alamosa, Canon City, Colorado Springs, *Fountain*, Craig, Estes Park, Ft. Collins, Ft. Morgan, Glenwood Springs, Grand Junction, Greeley, Gunnison, Lamar, La Junta, Longmont, Loveland, Monte Vista, Salida, Steamboat Springs, Trinidad, Walsenburg.]

Section 2D Retail Clerks may assist in meat department clean up work, provided such assignments do not conflict with applicable child labor and/or health and safety regulations.

Section 3 It is understood that the cutting or preparation of meats that are cut, processed or prepared on the Employer's premises for immediate human consumption will continue to be performed in the market located on the Employer's premises, unless the Employer transfers said work, in which case the following paragraph will be applicable: If the Employer transfers the cutting and fabricating of retail cuts of fresh meats performed in its retail store or stores covered by this Agreement to a location or locations outside of said retail store or stores, the Employer will continue to recognize the Union as the bargaining agent for the meat cutters, apprentices and wrappers employed by the Employer in the cutting and fabricating of retail cuts of fresh meat, and the seniority rights provided in this Agreement shall continue to apply throughout the bargaining unit, including said new location or locations of the Employer.

Section 3A Notwithstanding anything contained herein to the contrary, the Employer shall not be restricted in, or prohibited from, obtaining and offering for sale fresh, smoked, cured, cooked and frozen meats, poultry, fish or seafood which have been cut, prepared, processed, packaged, weighed and/or priced off the Employer's premises and it is expressly understood and agreed that such shall not constitute a violation of this Agreement. Notwithstanding the preceding sentence, the Employer agrees that no head meat cutter, first cutter, journeyman meat cutter or apprentice meat cutter assigned to one of the aforementioned classifications by the Employer on or before May 11, 1996 shall be laid off or reduced in scheduled hours. The Employer shall have the right to transfer and/or schedule meat cutters in more than one (1) store within the bargaining and/or adjacent bargaining unit(s) as may be necessary to fulfill this obligation, except that the Employer shall not schedule such employees for split shifts.

The Employer shall continue to have the right to lay off employees in accordance with the provisions of this Agreement, provided that the layoff of any meat wrapper, butcher block, seafood clerk or delicatessen clerk assigned to such classification on or before May 11, 1996, is for reasons other than the Employer's utilization of the products set forth in Section 3A above. It is understood and agreed that in meeting the job guarantees contained herein the Employer shall have the right to assign any higher classified employee to perform work in a lower classification.

In the event of a store closure, or plant closure, resulting in the layoff of any head meat cutter, first cutter, journeyman meat cutter, apprentice meat cutter or meat wrapper, such affected employee(s) shall be permitted to exercise his seniority to displace the least senior meat cutter or meat wrapper in the involved bargaining unit as provided for herein, or, at the affected employee's discretion, the least senior meat cutter or meat wrapper in the State of Colorado. Such least senior meat cutter or meat wrapper affected by the exercise of the most senior meat cutter's or meat wrapper's seniority shall be laid-off. It is understood that in applying this provision meat cutters may displace only meat cutters and meat wrappers may displace only meat wrappers.

Section 4. No retail employee shall be required to maintain restrooms.

### **ARTICLE 3 UNION SECURITY AND CONDITIONS**

Section 5. Provided the parties to this Agreement have complied with all State and Federal statutes concerning Union security matters, the provisions of this Article shall be applicable.

Section 6 Union Shop. All present employees of the Employer who fall within the bargaining unit, as set forth in Section 1 hereof, shall as a condition of continued employment, be or become members of Local No. 7, UFCW, AFL-CIO, between the thirty-first (31st) and thirty-fifth (35th) day following the date of the signing of this Agreement, and shall remain members of the Union in good standing during the life of this Agreement.

Section 7. All employees hired after the date of the signing of this Agreement, who fall within the bargaining unit as set forth in Section 1, shall as a condition of continued employment, become members of the Union between the thirty-first (31st) and thirty-fifth (35th) day following the date of their last employment and shall remain members of the Union in good standing during the life of this Agreement.

Section 8. "Good standing" is interpreted to mean the payment or tendering of initiation fees and periodic Union dues to an authorized agent of the Union.

Section 9. Whenever the Union requires the Employer to discharge any employee for failure to join or to maintain his membership in the Union in good standing in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union, together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee and/or delinquent Union dues to an authorized agent of the Union.

### **ARTICLE 4 CHECK-OFF**

Section 10 The Employer agrees to deduct the weekly dues, legal rejoining fees and uniform assessments, (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days written notice to the Employer and the Union. The Employer agrees to remit all such deductions to the Chief Executive Officer of the Local Union no later than the twentieth (20th) day of each month.

Section 11. The Employer agrees to deduct amounts designated by employees for the Active Ballot Club when the Employer has been furnished an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is agreed that the ABC authorization is to be entirely voluntary upon the part of each individual employee and that any such employee may revoke his ABC checkoff authorization upon giving thirty (30) days written notice to the Employer and the Union.

**ARTICLE 5**  
**NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED**

Section 12 When an employee is hired for a job, or transferred or promoted or demoted into a bargaining unit job as described in Section 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

**ARTICLE 6**  
**RIGHTS OF MANAGEMENT**

Section 13 The Employer retains the right to manage its business, to establish reasonable standard of dress, to direct the working forces and to make necessary rules and regulations for the conduct of the business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way.

**ARTICLE 7**  
**DEFINITIONS OF CLASSIFICATIONS**

Section 14. Head Meat Cutter Shall be considered the employee responsible for the operation of the market and the union will not recognize any employee as Head Meat Cutter who is not employed full-time in any store covered by this Agreement.

Section 15. Apprentice Meat Cutter If, in the opinion of management (management means higher management than the Head Meat Cutter) an apprentice is fully qualified to perform the duties of a Journeyman Meat Cutter prior to three (3) years of service with a minimum of six thousand two hundred forty (6,240) hours of actual work experience on the job, the Employer may advance such apprentice to the duties and pay of a Journeyman Meat Cutter.

When apprentices have worked three (3) years, and the equivalent hours as set forth above, they automatically become Journeymen and be paid as such.

During an apprentice's three (3) years training period, he shall be assigned from time to time to all jobs normally done in the particular market.

One (1) apprentice shall be allowed to every two (2) Journeymen or a fraction thereof in each market, and one (1) additional apprentice to every two (2) additional Journeymen in said market. This limitation on apprentices may be relaxed during emergency periods when the Union is unable to furnish qualified Journeymen to the Employer.

Section 16. First Cutter A First Cutter may be designated at the discretion of the Employer and is not a required classification.

Section 17. Wrappers The work allotted to employees falling in the classifications "wrappers" shall be strictly confined to wrapping, weighing, pricing and tagging the packages and clean-up work in this particular department as well as cleaning cases and pans, traying of rewraps, ordering of merchandise, receiving, checking, putting away loads. Wrappers may assist in doing inventory. Wrappers may also be required to stock and rotate cases with fresh meat, cooked and smoked meats and frozen food. Nothing herein shall be construed to limit "Wrappers" from giving service to customers provided such service does not include the sawing or cutting of merchandise. In order to provide superior customer service, when no Meat Cutter is available, Meat Wrappers

may use the slicer for the slicing of meats and ham. Additionally, Meat Wrappers may use the tools of the trade, except the band saw, to perform work in response to a specific customer request.

Section 18. Clean-Up Personnel Employees assigned as "Clean-up Personnel" shall clean all work areas of the meat and delicatessen departments, including walls, freezer, walk-in box, hold box, cutting room and wrapping area, as well as cleaning blocks, meat and delicatessen cases and disassembled power tools and equipment.

Clean-up personnel shall not disassemble or reassemble power tools or equipment nor handle meat or delicatessen products in display cases.

If a Clean-up employee is found to be doing any work other than set forth above, all hours so spent shall be paid for at the starting apprentice rate.

The Employer retains the right to schedule such employees for a minimum of two (2) hours per day.

Section 19. Assistant Deli Manager Assistant Deli Manager may be designated at the discretion of management and is not a required classification.

Section 20. Deli Employees The work allotted to employees falling in the classification of "Deli Employee" shall be strictly confined to packaging, preparing, selling and pricing all items offered for sale in this department. Such work shall also include use of tools of the trade and such clean-up and other work associated with the practical operation of the department. Delicatessen department employees may operate a cash register in the delicatessen department. Nothing in this Section shall be construed to prevent delicatessen employees from making incidental sales from other departments of the store.

Section 21. Seafood Clerks Seafood Clerks shall be allowed to perform all work in connection with the processing and sale of product in a specialty meat or seafood department. It is further understood that a Seafood Clerk may perform all duties of a meat wrapper. Seafood Clerks will be considered as a separate group for the purpose of applying the seniority provisions of Articles 27, 28, 30, 31, 32 and 33.

Section 22. New Classifications When a new job is created by the Employer, the Union shall be notified immediately, and a new wage rate for such job shall be determined by the Employer and the Union.

Section 23. Work Between Classifications It is understood that employees may perform incidental work in another classification without violating this Agreement.

## **ARTICLE 8 RATES OF PAY**

Section 24. The classifications, wages, and special conditions applicable to employees are set forth in Appendix "A", attached hereto, and, by this reference made a part hereof.

Section 24a In applying Section 24 of Article 8 of this Agreement to any newly hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly hired employee may have performed within the previous five (5) years for any other Employer in a similar retail grocery operation.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement (excluding the employee's trial period)

#### **ARTICLE 9 PAY FOR WORK IN HIGHER/LOWER CLASSIFICATION**

Section 25 Temporary assignments of employees may be made by the management to perform work in higher or lower classifications within or between departments

When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but, if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification.

When a Delicatessen Clerk is assigned by the Employer to assume the duties and responsibilities of the Delicatessen Manager for a continuous period of one (1) week or more, such employee shall be paid the Delicatessen Manager rate of pay for all hours worked while so assigned

Whenever a bargaining unit employee is promoted, the Company shall ascertain whether the employee has worked, on a temporary basis, in the classification they are promoted to. If so, they will be credited such hours and will be paid accordingly

If the Company or Union becomes aware of employees who have not, in the past, received proper credit for such hours, the Company will credit such, notwithstanding the grievance/arbitration time limits set forth in the collective bargaining agreements between the parties. However, backpay shall be limited to ninety (90) days in accordance with the collective bargaining agreement

Section 26 When a Journeyman relieves a Head Meat Cutter for one (1) week or longer, he shall be paid the contract rate of pay for Head Meat Cutter for such time spent in relief.

#### **ARTICLE 10 NO REDUCTION IN PAY**

Section 27 No employee shall have his hourly wage reduced who may now be receiving more than the minimum wage called for in this Agreement, nor shall his hours be lengthened unless he is properly compensated therefore in accord with the terms of this Agreement, unless otherwise agreed between the parties, and employees shall not be reclassified to defeat the purpose of this agreement. No employee shall be asked to make any verbal or written agreement that shall conflict with this Agreement in anyway.

Section 28 During the life of this Agreement, the Employer shall not raise or lower hourly rates of pay except as dictated by the wage scales set forth elsewhere in this Agreement.

#### **ARTICLE 11 WORKWEEK**

Section 29 The workweek shall coincide with the calendar week

Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the basic workweek for regular full-time employees. Regular full-time employees shall be scheduled for at least forty (40) hours of work to be performed in five (5) days unless reduced in accordance with seniority. Regular full-time employees shall be

scheduled for at least thirty-two (32) hours of work to be performed in four (4) days (exclusive of the holiday) during a week in which a holiday occurs, unless reduced in accordance with seniority

*Upon mutual agreement between the Employer and the employee, a full-time employee can be allowed to work four (4) ten (10) hour days, to make up the standard workweek for full-time employees.*

Overtime will be computed for all hours worked over forty (40). Hours worked over eight (8) will not apply to full-timers working the ten (10) hour shifts. It is also understood that all other provisions of the contract, including seniority rights, will be modified as applicable toward any ten (10) hour shifts the Employer should create in the individual store.

During a holiday week, employees who have normally been scheduled four (4) ten (10) hour days may be scheduled four (4) or five (5) eight (8) hour days and will receive (8) hours holiday pay. Employees scheduled three (3) or four (4) ten (10) hour days in a holiday week shall receive ten (10) hours holiday pay.

## **ARTICLE 12 OVERTIME**

Section 30. Overtime compensation at the rate of time and one-half (1 1/2x) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of eight (8) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.
- c. All employees will have eight (8) hours between shifts on scheduled or worked hours and will be paid the overtime rate if they do not have such

Employees scheduled and working more than five (5) days in a workweek will receive time and one-half (1 1/2x) for the day on which the least number of hours was worked.

Section 31. No Pyramiding of Overtime. It is understood and agreed there shall be no pyramiding of overtime and premium for the same hours of work.

## **ARTICLE 13 SUNDAY PREMIUM**

Section 32. The premium rate for work performed on Sunday as such shall be one and one-fourth times (1 1/4x) the employee's regular straight-time rate of pay. The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraph (b) of Section 30 because of the fact that the employee worked over forty (40) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 30 hereof.

**Employees hired on or after March 27, 2005 shall not be eligible for Sunday Premium.**

Section 33. On the first day of the month following each ninety (90) days of a year (January 1st, April 1st, July 1st and October 1st), an employee can designate, in writing, his/her desire to be scheduled during Sunday hours

The Employer will select the necessary employees from this list in accordance to seniority, within each store and department, considering the job assignment required and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority, within their respective classifications, within each department and store.

#### **ARTICLE 14 TRAVEL PAY**

Section 34. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. Assigned travel between stores in the employee's personal vehicle shall be reimbursed in the amount of twenty-eight cents (\$.28) per mile or the rate paid to non-bargaining unit employees, whichever is greater, exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle to conduct Company business. Before an employee is permitted to use his/her personal vehicle for company business, the Employer shall have the employee sign a statement acknowledging his/her risk and certification of a valid drivers license and insurance coverage.

When an employee performs work outside of their bargaining unit, they shall be paid twenty-eight cents (\$.28) or the rate paid to non-bargaining unit employees, whichever is greater.

#### **ARTICLE 15 NIGHT PREMIUM**

Section 35. A premium of fifty cents (\$.50) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees. Employees whose shifts are scheduled to end at 12:00 p.m. need not be paid any premium under this Section, even where it is necessary for them to remain on the job for a short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

Night premiums shall not apply where an employee is working at overtime or on a holiday or on a Sunday.

#### **ARTICLE 16 HOLIDAYS AND HOLIDAY PAY**

Section 36. All employees hired on or before March 26, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Such employees shall be entitled to two (2) personal holidays, which must be requested two (2) weeks in advance and approved by the Store Manager.

All employees hired on or after March 27, 2005 who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: Thanksgiving Day and Christmas Day. Such employees shall be entitled to one (1) personal holiday after two years of service, two (2) personal holidays after three (3) years of service, and three (3) personal holidays after four years of service. Such holidays must be requested two (2) weeks in advance and approved by the Store Manager.

Section 37. The Employer may operate its stores at its sole discretion on any of the holidays recognized by this Agreement.



**Section 38. Personal Holidays.** To be eligible for personal holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to having taken his personal holiday or who fails to take his personal holiday in the calendar year shall not be entitled to holiday pay. In the event an employee fails to schedule his personal holiday by October 1 of the calendar year, the Employer will select a date and schedule such employee for his remaining personal holidays for that year.

**Section 39.** When a holiday falls on Sunday, the following day shall be observed

**Section 40. Holiday Pay for Full-Time.** As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

**Section 41. Holiday Pay for Part-Time.** Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five. Provided the employee actually performs work in the calendar week immediately prior to the Holiday week, (unless on vacation or receiving sick pay for time not worked during such week or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation) the employee shall not receive less than three (3) hours holiday pay.

**Section 42. Qualification for Unworked Holiday Pay.** In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday, the holiday if scheduled, and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness. No employee on leave of absence shall be eligible for holiday pay

**Section 43.** An unworked holiday, even though paid for under the terms of this Article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

**Section 44. Premium Pay for Holiday Work.** For employees hired on or before March 26, 2005, when a holiday is worked, the employee shall be paid one and one-half (1-1/2) times his/her normal hourly rate of pay, in addition to the holiday pay provided herein. For employees hired on or after March 27, 2005, when a holiday (as defined above for such employee) is worked, the employee shall be paid one dollar (\$1.00) per hour worked.

**Section 45. Holiday Scheduling.** No later than the second Wednesday prior to the beginning of the week in which a holiday observed hereunder occurs (exclusive of personal holidays), the Employer shall post in each store a holiday volunteer work list. An employee desirous of working the upcoming holiday, in the job assignment which he normally performs, shall sign such list no later than the Tuesday prior to the holiday week. Signing of another employee's name on such list shall be cause for disciplinary action.

The Employer will not reschedule the hours of work in the workweek immediately prior to the workweek in which the holidays occur in order to defeat the purpose of this Agreement.

The Employer will select the necessary employees from this list in accordance with seniority and ability, within each store and department and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority and ability within their respective classifications within each department and store. Nothing herein shall be construed to require pay for time not worked.

#### **ARTICLE 17 VACATIONS**

**Section 46.** All regular full-time employees, and all part-time employees, who were hired on or before March 26, 2005 and who have worked eight hundred thirty-two (832) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after two (2) years' service, three (3) weeks' paid vacation after five (5) years' continuous service, four (4) weeks' paid vacation after twelve (12) years' continuous service and five (5) weeks' paid vacation after twenty (20) years continuous service.

All regular full-time employees, and all part-time employees, who were hired on or after March 27, 2005 and who have worked one thousand forty (1,040) or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) weeks' paid vacation after three (3) years' service, and three (3) weeks' paid vacation after eight (8) years' continuous service.

Such vacation shall be paid at straight-time rates. The number of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment, not to exceed 40 hours pay for each week of vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts. No pro-rata vacation will be paid at termination.

**Section 47.** Effective January 1, 1991, the Employer will convert the employees' weekly vacation allotment to a daily vacation allotment by multiplying the number of weeks of vacation due by 5. The hours paid for each day of vacation will be based on the average weekly hours of vacation, as calculated in Section 46, divided by 5. Employees may be allowed to take vacation one day at a time, subject to approval by the Employer and based on the following requirements:

1. Daily vacation may not be scheduled through the annual sign-up procedure.
2. Daily vacation must be requested of the store manager in writing by Tuesday prior to the posting of the schedule for the week in which time off is requested.
3. Employees may not receive more than five days vacation pay in any calendar week.
4. Not more than one (1) week (five (5) days) may be taken one day at a time per anniversary year.
5. Weekly vacation requests shall take preference over daily vacation requests.
6. The Employer shall submit daily vacation time to payroll the week it is taken, and the Employer shall make a bona fide attempt to pay the employee the following week. However, in no event shall it be more than two (2) weeks from the date of the request.

If one of the holidays listed elsewhere herein falls during an employee's vacation, the employee shall receive an extra day of vacation pay because of it. In the event a regular full-time employee covered by this Agreement, who has been employed for two (2) years or longer, voluntarily quits or is discharged for reasons other than dishonesty or drunkenness or being under the influence of illegal narcotics, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

Section 48. The Employer shall pay the employee the vacation pay accrued during the employee's anniversary year prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of vacation). In the event employees have their vacation pre-approved at least two (2) weeks in advance of their vacation and the employee's vacation check is not made available in accordance with the contract, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs the cash advance voucher. The Company shall recoup the advancement from the employee's vacation check.

Section 49. Scheduling of Vacations. The Employer retains the right to determine the number of employees who may be on vacation at any given time, but the Employer will not block out any week(s) during the year and the Employer agrees that it will permit the maximum number of employee vacations each week, consistent with the staffing levels in the vacation relief/floater pool and business volume. If a dispute develops between employees as to vacation preference, seniority shall govern within the department, the classification and store. Any vacation weeks that become available after the posting of such roster shall be offered by seniority within the classification and store.

The Employer will post a notice December 1 of the prior calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until January 31 of each calendar year.

Any employee who fails to sign such roster prior to January 31, will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period(s).

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and the Employer.

Notwithstanding the above, employees who voluntarily transfer to another store or department after their vacation has been selected are subject to having their vacation rescheduled.

On a basis agreeable to both the Employer and employee, employees shall be allowed to schedule vacations from mid-week to mid-week. For purposes of this provision, mid-week shall be defined as a vacation starting and stopping on Tuesday, Wednesday or Thursday. An employee shall be considered to have met the minimum scheduling requirements of this Article if the total of the hours worked and paid for vacation (and unworked holiday if applicable) for the two workweeks involved is equal to eighty (80) for a full-time employee, forty (40) or more for a part-time employee.

## **ARTICLE 18 SCHEDULE POSTING**

Section 50. The Head Meat Cutter will post the work schedule in ink for the following week in each market not later than 9:00 a.m. on Friday. This schedule shall include the employee's first initial and last name. This work schedule will not be changed by Management for that particular workweek except where the change is predicated on circumstances beyond the control of Management such as, but not limited to, sickness, injury, wide fluctuations in volume, Acts of God. Such up to date work schedules are to be posted weekly. This clause shall

not be construed as preventing Management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule or from bringing in additional employees where it appears advisable in the opinion of Management. Once schedule is finalized, store steward shall be given a copy.

Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

The Employer shall designate the starting time for employees. The employee shall be dressed and ready to go to work at this starting time.

Section 51. Regular full-time employees called in on their scheduled day off shall not have the balance of their scheduled workweek altered as a result of such call-in.

#### **ARTICLE 19 REPORTING PAY/MINIMUM DAILY SCHEDULE**

Section 52. An employee called in or scheduled for work shall be guaranteed four (4) hours of pay at the applicable rate, with the understanding that an employee may be called in or scheduled for less than four (4) hours if he is unavailable for the full four (4) hours.

#### **ARTICLE 20 MINIMUM WEEKLY SCHEDULE**

Section 53. No regular employee shall be scheduled for less than twenty (20) hours in a workweek, if the employee is available.

#### **ARTICLE 21 TIME CARDS/NO FREE WORK/PAY DAY**

Section 54. Each employee is required to record his own time, using the system provided by the Employer, prior to starting work and upon completion of work and before and after lunch periods. No employee shall have the right to record any other employee's time. Any employee violating these provisions, working off the clock or giving free time may be discharged.

Section 55. Employees shall receive their pay each week. In case of discharge from employment of any employee, upon request, the final paycheck will be made available within seventy-two (72) hours after the discharge.

#### **ARTICLE 22 SPLIT SHIFTS**

Section 56. There shall be no daily split shifts.

#### **ARTICLE 23 STORE MEETINGS**

Section 57. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than four (4) meetings per calendar year, the call-in provision of Article 19, Section 52 shall apply.

**ARTICLE 24  
LUNCH BREAKS**

Section 58. Lunch Periods. Each employee who is scheduled to work in the excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half (1/2) hour lunch period at approximately the middle of his workday.

Individual employee's change of lunch period from one (1) hour to one-half (1/2) hour, or vice versa, shall occur only at the beginning of a new work schedule.

Employee's scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

**ARTICLE 25  
RELIEF PERIODS**

Section 59. The Employer will give employees a break period of fifteen (15) minutes in their shift before the meal period and in their shift after the meal period.

**ARTICLE 26  
PROBATIONARY PERIOD**

Section 60. New employees shall be on probation for a period of thirty (30) calendar days, during which time they may be discharged by the Employer for any reason whatsoever, and during this probationary period, they shall not acquire any seniority status. If an employee is retained in the employ of the Employer after said thirty (30) calendar days, his seniority shall then date back to the first (1st) day of said thirty (30) calendar day probationary period.

This probationary period may be extended an additional thirty (30) calendar days by mutual agreement between the Employer, Employee and the Union.

**ARTICLE 27  
SENIORITY**

Section 61. Length of continuous service in the employ of the Employer shall govern in layoffs and rehires within a particular classification in the bargaining unit as described in Article 1, Section 1, whenever the ability of the employees involved is substantially equal. Employees will retain full seniority when they go from the retail clerks bargaining unit to the meat cutters bargaining unit.

*Fountain Meat only. Section 61A Seniority of New and Transferred Employees. The parties agree that Colorado Springs meat cutters bargaining unit and Fountain meat cutters bargaining unit seniority shall be interchangeable for purposes of promotion, full-time assignment, layoff, and other seniority related issues. The parties agree that the Fountain meat cutters bargaining unit shall not be accreted to any other bargaining unit and that the Union waives its right to invoke any legal proceeding in order to gain such an accretion*

Section 62. Where the Employer cannot fulfill its schedule needs from within the bargaining unit due to employees being on vacation, leave of absence, and/or in ski areas (Frisco, Vail and Steamboat Springs) during ski season and the Employer elects to use persons from outside the bargaining unit, the Employer will post a voluntary work list advising employees in other bargaining units of the opportunity to transfer into the affected bargaining unit on a temporary basis, up to ninety (90) days. The Employer will then select employees, by

seniority, within the classifications needed and implement the temporary transfer. During this period, the employees) who is working outside their respective bargaining unit shall maintain their seniority and shall have all their seniority rights when they return to their respective bargaining unit

**Section 63** Termination of Seniority.

Seniority shall terminate for any of the following reasons

- a. Voluntary quitting.
- b. Overstaying a granted leave of absence or vacation.
- c. Failure to report for work upon recall after a layoff within five (5) days after mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.
- d. Discharge for just cause.
- e. Continuous layoff for a period in excess of twelve (12) months

**Section 64** Seniority Lists. Bargaining unit seniority lists shall be provided to the Union not less than two (2) occasions during the calendar year, upon request by the Union.

**Section 65** Definition of Full-Time Employee. A regular full-time employee is defined as an employee who has been hired as such or works forty (40) or more hours per week for at least four (4) consecutive weeks, in his home store, except for assignment to a forty (40) hour per week schedule as a result of the employee receiving any hours caused by other employees' absence for any reason. Scheduled hours of work voluntarily vacated by an employee (such as trading of hours) shall not be used for purposes of advancing an employee to full-time status. An employee who fails to maintain full-time status as a result of working less than forty (40) hours per week for reasons other than absence due to an approved leave of absence, or a reduced schedule resulting from an on-the-job injury for twelve (12) consecutive weeks shall be designated as a part-time employee

**Section 66** Voluntary Reduction to Part-Time. A full time employee, who has requested and has been assigned a part-time schedule, shall immediately be classified as part-time

**Section 67** Promotions. The Employer agrees to make promotions to lesser qualified jobs than First Cutter and Assistant Deli Manager to the most senior qualified employee. The employee shall make such desire known to the Employer in writing. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

Promotions must be posted for seventy-two (72) hours for all employees and filled by seniority with the most senior qualified employee. This applies to Clerks who wish to apply for deli, seafood and wrapper positions

**Section 68.** (Denver Only) The written request shall set forth the classification or classifications the employee wishes to be promoted to and the quadrant or quadrants that the employee would be willing to accept a promotion.

**Section 69.** (Denver Only) The Employer will divide the Denver bargaining unit into four (4) quadrants. The intersections of Alameda and Broadway will be used to divide the Denver bargaining unit into the four (4) quadrants. The employee will designate the quadrants that they are willing to accept a promotion

**Section 70** The employee will be limited to signing up for three (3) positions they wish to be promoted to. If an employee is offered a position in a classification and declines that position, they will have their request for that position cancelled, however, they will remain on the list for the other two (2).

1. *A promotion is an assignment to a classification which has a higher top rate than the classification being vacated.*
2. (a) Whenever the promotion request list is exhausted, and the need arises for any position other than entry level positions, the Company shall post the job within the store for at least a seven (7) day period.  
  
(b) The posting shall be posted from Wednesday to Wednesday of each week, and the Company shall maintain the same for at least thirty (30) days after the job is awarded.  
  
(c) The job shall be given to the most senior qualified employee who has signed the list in the store.  
  
(d) In the event the position is not filled through the foregoing procedure, the Employer retains the right to hire employees off the street.

Section 71. Probationary Period For Promotions. When any employee is promoted to a higher classification, he shall be on probation for a period of thirty (30) days. An employee disqualified during the probationary period shall be returned to his old classification.

Section 72. Demotion for Just Cause. Except under the layoff provisions, no employee shall be demoted from a higher classification within the bargaining unit without just cause, which includes business need.

A Delicatessen Manager who is being demoted (voluntarily or involuntarily) shall have the option of accepting a Delicatessen Clerk position, or in the case where the Delicatessen Manager previously was a Journeyman Meat Cutter for that Employer, may return to the Meat Department to preserve his rate of pay. Any employee, as of May 1, 1980, who has been demoted and has not had his pay reduced, shall be red circled during the term of this Agreement. A Journeyman Meat Cutter shall not be forced to accept a Delicatessen Manager position which pays a lesser hourly rate of pay than the Journeyman Meat Cutter Rate.

Section 73. Nothing herein shall be construed to prohibit the Employer from hiring into a Journeyman or top rate position should the Employer deem it necessary.

#### **ARTICLE 28 AVAILABLE HOURS**

Section 74. The scheduling of part-time employees or full-time employees working reduced hours shall be by seniority within their department and store schedules up to eight (8) hours per day or forty (40) hours per week. The Employer shall maximize the straight-time daily and weekly work schedules (including Sunday) of each employee based on the hours as determined and scheduled by management. The only exception to this would be when a more senior part-time employee has requested to work less hours than their seniority entitles them. This request must be submitted to the department manager in writing.

Section 75. Under this procedure, a senior employee can claim hours of work, in his classification, for which he is qualified so long as such claim would not reduce any other employee's schedule below the daily or weekly minimum except to zero. If an employee is zeroed out, he or she shall have the right to exercise lay-off options. However, any bump to another store shall be delayed for one (1) week.

Section 76. The Employer agrees not to schedule two (2) part-time employees in the same classification back to back each day in their weekly schedules within an individual market or delicatessen where it is possible to combine their total posted weekly schedules so that one (1) full-time employee can be used.

FLOATERS A "Floater" is a Wrapper who an Employer regularly assigns to work in more than one store

No Employer shall have any obligation to use Floaters at any time. If an Employer elects to use floaters it shall be done in accordance with the following general principles:

- 1 When an Employer determines there are hours necessary to be scheduled for floaters, the seniority of floaters shall be honored, first in the weekly scheduling of floaters to the fewest number of stores as is practicable, and, secondly, in scheduling a floater the greatest number of hours (up to 40) in a week as is practicable.
- 2 The Employer may schedule floaters by district or by bargaining unit.
- 3 Any full-time Wrapper reduced to less than forty (40) hours for more than four (4) consecutive weeks in his store may, notify his store manager of his request to be reassigned with his classification as a floater. If there are less senior full-time employees receiving forty (40) hours in floater assignments, the employee will be reassigned as a floater the following week. An employee who receives such reassignment waives his right to reassignment at his previous store, should more hours subsequently become available. Full-time floaters desiring non-floating assignments may request same in writing to the person designated by the Employer, and such assignments shall be made in seniority order when such opening occurs.

SCHEDULING BY DISTRICT See Appendix "B" (Only Colorado Springs, Pueblo, Greeley and Longmont)

Section 77 Full-time scheduled vacancies shall be filled as defined elsewhere in this Agreement

Section 78 Employees who have requested additional hours or full-time status, in writing, as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.

Section 79 In the event of errors in the making of schedules, scheduling of additional hours or reductions in hours, the employee must call the error to the attention of management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any effect on the normal schedule for that week.

Section 80. Additional Hours Additional hours are those created by increased schedules, terminations or transfers within the classification which the Employer deems necessary to fill.

Section 81 When it is necessary to work additional hours, the additional hours shall be assigned to employees in the same classification in the store who are scheduled for less than forty (40) hours in the week, in the order of seniority, provided the employee possesses the ability and skill to perform the work required and provided the employee is available to work the necessary hours and has notified the Department head in writing of his desire for additional hours. Such written notification shall be furnished to the Department Head no later



than the close of business on Wednesday to be implemented on the following week's schedule. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

Section 82. The employee being assigned the additional hours shall not have the right to accept such hours in part, but shall be obliged to accept the entire weekly schedule as written. It is understood, however, each employee who has made written request for additional hours may revoke such request by written notice to the Department Head no later than the close of business on Wednesday of the week preceding the week involved.

Section 83. Written requests shall remain in effect until forty (40) hours is achieved or such request is revoked. Written requests are not transferable from store to store.

Section 84. It is understood and agreed the Employer retains the right to require hours of work even though an employee has not requested additional hours

Section 85. The Employer will send the Union a copy of the "full-time request" list, no later than March 1 and September 1 of each calendar year.

Section 86. Assignment to Full-Time Status. When a full-time vacancy, other than a four (4) week at forty (40) hour opening defined in Section 65, occurs and the Employer determines that such vacancy shall be filled by a full-time employee, the job vacancy for non-management positions shall be filled by the assignment of the most senior qualified employee of the classification who has signed the current full-time request list as provided for in the Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off-the-street.

Four (4) week at forty (40) hour openings shall be filled by the most senior employee within the store and affected classification who has signed the full-time request list as set forth in this Agreement. Should management be unable to fill such vacancy from the list, then such vacancy shall be posted within the affected store for seventy-two (72) hours and management shall offer the full-time assignment to the senior qualified employee of the store and classification who signed the posting before hiring off-the-street.

Notwithstanding the above, the Employer may transfer a full-time employee from another store to fill a vacancy in lieu of advancing an employee to full-time status under this Article.

Employees with three (3) or more years of service may sign the full-time request list during the first fifteen (15) days of January and the first fifteen (15) days of July to be considered for advancement to full-time effective with the first workweek in February and August respectively. Such request shall state the quadrant(s) the employee desires assignment to. The Employer will send the Union a copy of the new full-time request list.

If an employee is offered assignment to full-time status and accepts or declines the same, his/her request shall be voided.

The Employer shall not make assignments of full-time status to a probationary employee or to an employee on leave of absence.

**ARTICLE 29  
ROTATION OF SHIFTS**

Section 87. Each week, the Employer will alternate the schedules within a classification within each store after 6:00 p.m., so that such work may be evenly divided as far as it may be practical. The above shall not apply to employees who, of their own volition, want to work the hours after 6:00 p.m.

**ARTICLE 30  
UNSCHEDULED OVERTIME**

Section 88. Unscheduled Overtime Hours. Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification, and the store to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended, or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

Section 89. Overtime assignments of four (4) hours or more may be filled by calling in employees, in seniority order, within the classification and the department on their non-scheduled day without violating this Section.

**ARTICLE 31  
REDUCTION IN HOURS**

Section 90. Reduction in Hours. When a reduction in hours is necessary within the store, as opposed to a layoff in the workforce, hours will be reduced from employees in the affected classification who have not requested additional hours in writing as set forth elsewhere in this Agreement, before any reduction shall occur in the employee group which has requested additional hours.

Section 91. Reduction of Hours. Full-time Employees. Management shall not write a schedule of shifts that would result in a full-time employee being unable to work a forty (40) hour schedule (thirty-two (32) hours in a holiday week) unless the average scheduled hours (including hours scheduled and paid for vacation, unworked holiday, jury, sick and funeral pay) of all part-time employees within the classification and department is twenty-four (24) hours or less for the involved workweek. A full-time employee who is not scheduled a forty (40) hours schedule, shall in their second consecutive week of such reduced hours, be allowed to exercise his/her seniority to claim the schedule of the least senior full-time employee in the classification within the bargaining unit who is working a forty (40) hour schedule. It is understood that the employee may exercise his/her seniority to bump any time between the second and eleventh week of reduction. The employee whose schedule is claimed under this procedure shall immediately be assigned the schedule of the claiming employee, or be allowed to step-down to part-time status and displace the least senior part-time employee in their store.

The parties agree that no employee assigned as full-time on May 11, 1996, shall have his hours reduced to less than forty (40) hours as the result of this provision, unless all part-time employees in the classification have had their scheduled hours reduced to twenty-four (24) hours or less before any other full-time employee protected under this paragraph is reduced.

Full-time Employees - Competitive Openings. During the first sixty (60) days following a competitive opening, management may elect, in lieu of reducing hours as provided above, to lay off full-time employees to maintain the same proportion of full-time employees to part-time employees the store averaged in the month prior to the competitive opening. In the event of a layoff, the displaced employee shall be given the following options:

- 1) Displace the least senior full-time employee in the bargaining unit, or
- 2) Step-down to part-time and displace the least senior part-time employee within the classification and store.

Employees displaced by the full-time reduction under this procedure shall be given their layoff options pursuant to the layoff language of this Agreement.

It is understood that the provisions of this Section shall only apply to those classifications impacted by a competitive opening.

## **ARTICLE 32 LAYOFFS**

Section 92. Layoff Procedure. Journeymen and Apprentice Meat Cutters shall be considered one classification for the purpose of layoff.

Section 93. Seniority. Delicatessen Clerks and Department Managers will be considered as a separate group for the purpose of applying the Seniority provisions.

Seafood Clerks will be considered as a separate group for the purpose of applying the seniority provisions

Section 94. When a reduction in the work force is necessary, as opposed to a reduction in hours, the following procedure shall be used:

1. A regular full-time employee being laid off may displace the shortest service regular full-time employee within his classification within the bargaining unit. The regular full-time employee so displaced may displace the shortest service part-time employee in the same classification in the bargaining unit. In the event there is no less senior employee performing work in the same classification, this displaced employee may displace the least senior employee in a lower classification in which he previously performed six (6) months of service in the classification for the Employer.
2. A part-time employee being laid off may displace the shortest service part-time employee within his classification within the bargaining unit.
3. Any employee with displacement rights under the procedures above shall be allowed to take a layoff in lieu of displacing any employee.
4. It is understood that, in any event, only a more senior employee can displace another employee under the procedure.

Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. Employees recalled from layoff may refuse recall if the store being offered is more than ten (10) miles from their previous store (i.e., the employee will maintain recall rights). The Company shall provide employees with a form, at time of layoff, to indicate their desires in this regard. It is understood that employees may change this election during a layoff. However, the changes and/or refusals shall be limited to two (2) per layoff. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform.

An employee accepting a layoff rather than accepting a job in a lower classification may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification which was not available at the time of his layoff, and such notification shall be honored when a vacancy occurs. Employees recalled from layoff may refuse recall if the store being offered is more than ten (10) miles from their previous store (i.e., the employee will maintain recall rights). The Company shall provide employees with a form, at time of layoff, to indicate their desires in this regard. It is understood that employees may change this election during a layoff. However, the changes and/or refusals shall be limited to two (2) per layoff. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy.

Laid off employees shall be recalled as needed, in the order of seniority, to jobs in the classification from which they were laid off. The Employer shall not hire a new employee into a classification in which they are laid off employees at the time. The Employer shall offer recall to a job in the classification from which an employee was laid off prior to promoting another employee into that classification.

Whenever a full-time employee is laid off, in accordance with the collective bargaining agreement, and is recalled to a part-time schedule at a store different than the one the employee was laid off from, the following procedures will apply:

- a. The employee will be notified that he or she can accept the position, working reduced hours, or can stay on layoff until a full-time position within the bargaining unit is available. The employee will also be notified that if the employee remains on layoff for a period of nine (9) months or twelve (12) months, whichever is applicable, the employee's seniority will be terminated. The Company will have the employee sign a form acknowledging that he or she was informed of the same or will send a letter confirming this fact to the employee.
- b. If the employee accepts the part-time position, he or she will retain his or her full-time status unless he or she is scheduled and works less than forty (40) hours per week for twelve (12) consecutive weeks. If the employee works, or is scheduled forty (40) hours during any of the twelve (12) consecutive weeks, that employee will not have his or her hours reduced unless and until the Company has followed the reduction in hours provision of the contract. If an employee works or is scheduled forty (40) hours, the twelve (12) week period will start over. Further, if a forty (40) hour position becomes available, it will be offered, in seniority order, to full-time employees on layoff and full-time employees working reduced hours before a new employee is hired or an existing employee is granted full-time status.
- c. If an employee is reclassified as part-time, he or she will be immediately placed on the full-time request list, in accordance with his or her seniority, without regard to bid periods.
- d. The full-time employees working reduced hours shall be able to utilize the second (2nd) week bump as set forth in the collective bargaining agreement.
- e. Employees working reduced hours shall be able to maximize their hours in accordance with the applicable provisions of the collective bargaining agreement.

A full-time employee accepting recall to a part-time position shall immediately be reclassified to part-time status. Similarly, a part-time employee recalled to a full-time position shall be reclassified to full-time status.

**ARTICLE 33  
TRANSFER FROM STORE TO STORE**

Section 95. Transfers from Store to Store. Transfers from store to store shall not be made or denied for capricious, arbitrary or discriminatory reasons. Full-time employees desiring a transfer to another store within the bargaining unit, in order to be nearer their residence, may indicate their desire for transfer in writing to the person designated by the Employer. Such transfer requests will be considered at the time an opening occurs within their classification and status.

**ARTICLE 34  
NEW STORE LANGUAGE**

Section 96. In the event of the opening of a new store within the *(Fountain Meat only- Colorado Springs)* bargaining unit (not a replacement of an existing store), the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a new store, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.
2. Job openings either at the new store or created by transferring employees at their former store shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.
3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.
4. In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty percent (60%) of the initial staffing of the new store shall be made by employees covered by this bargaining Agreement, if available.
5. If within the first eight weeks of operation of the new store the Employer determines that it needs to lay off employees from that store, said layoffs will take place in accordance with Article 32, except that employees who have transferred into the new store shall have the right to return to their prior store.

**ARTICLE 35  
LEAVES OF ABSENCE**

Section 97. Sickness, Injury or Pregnancy. Leaves of absence shall be granted for up to eighteen (18) months without pay when an employee with three (3) months of continuous service is unable to work because of bona fide sickness, accident, disability, or pregnancy. However, in the event such an employee is unable to return to work at the end of eighteen (18) months of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to duties within his classification within the said additional period.

Section 98. Personal Leaves. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons.

mutually agreed to between the Employer and the employee. The thirty (30) days period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.

Section 99. Military Leave. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.

Section 100. Leave of Absence for Care of Newborn or Adopted Child. For employees with one (1) year of continuous service in the bargaining unit, a Leave of Absence for either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of Newborn or Adopted Child Care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the Store Manager two (2) weeks in advance and shall be returned to work as set forth above. The Leave of Absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

Section 101. Leave of Absence for Family Care. A family care leave, without pay, shall be granted, upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year's continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with their seniority at the end of their leave. Any employee who wishes to change his or her date to return to work shall notify the Store Manager two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members. For the purpose of this leave, "family members" shall be:

1. Spouse and parents of the employee
2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age 23.
3. A child of any age who is incapable of self-support.
4. Any relative residing in the employee's home and dependent upon the employee for care.

The employee shall be required to present satisfactory evidence of serious illness of the family member, the expected duration of the absence, and the reason for the employee's involvement.

Section 102. Union Leave. Leaves of absence without pay for Union business not to exceed six (6) months may be granted by the Employer to employees who have completed one (1) year of service. The six (6) months may be extended by an additional six (6) months by mutual agreement between the Employer and employee.

Section 103. Request for Leave of Absence. All leaves of absence must be requested in writing to the Store Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

Section 104. Returning from Leave of Absence. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule, made up after the

department designated by the Employer has received notice in writing of the employee's availability provided the Employer received such notice no later than Wednesday immediately prior to the Friday scheduling.

#### **ARTICLE 36 FUNERAL LEAVE**

Section 105. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days. The immediate family is defined as the employee's father, mother, grandparents, grandchildren, spouse, children, father-in-law of current spouse, mother-in-law of current spouse, step-parents, brother, sister, and step-child. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

Additional time, without pay, shall be granted as is needed by the employee up to 7 days.

Section 106. If an employee is notified of the death of his spouse, parent, child or grandchild while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person.

Section 107. No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions.

#### **ARTICLE 37 JURY DUTY**

Section 108. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the court on that day. The Employer may require a statement from the court certifying attendance.

Section 109. When the Employer requests an employee to appear in court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

#### **ARTICLE 38 SICK LEAVE**

##### Section 110.

- A. All employees covered by this Agreement who normally work one hundred four (104) hours a month or more and who have been continuously employed by their Employer for a period of at least one (1) year, shall be entitled to six (6) days of sick leave with pay.

- B. Unused sick leave shall be cumulative and after the first (1<sup>st</sup>) year of continuous employment, said employees shall accumulate unused sick leave at the rate of one-half (1/2) day per month of continuous employment in which they work one hundred four (104) hours, but not to exceed a maximum accumulation of six hundred (600) hours. (An otherwise eligible employee shall get no credit toward accumulation of sick leave for any continuous service prior to May 1, 1958, which was the date used for the beginning of accumulation under sick leave plan instituted by the Employer and the Union in a prior Labor Agreement which was signed December 19, 1958.)
- C. A doctor's certificate or other authoritative verification of illness may be required by the Employer. Upon request from the employee, said sick leave is to commence with the second (2<sup>nd</sup>) day of absence due to sickness or injury (except in the case of occupational injury in which event sick leave shall commence on the first (1<sup>st</sup>) day following injury which the employee would have worked had the injury not occurred) and shall be paid at the rate of one (1) day of pay until such sick benefit allowance is used up. An employee who has accumulated two hundred and forty (240) hours of unused sick leave shall also be entitled to sick leave on the first day of absence due to sickness or injury.
- D. For the purpose of this Article one (1) day of pay shall mean eight (8) hours of pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Worker's Compensation or Weekly Indemnity which exceeds the lesser of his regular pay or eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.
- E. Sick leave shall be paid to part-time employees who normally work one hundred and four (104) hours a month or more on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to two thousand eighty (2,080) hours, but can accumulate only for a maximum of six (6) years.
- F. Sick leave benefits are not convertible to cash.

**Section 111: Employees hired on or after March 27, 2005.** Employees hired on or after March 27, 2005 who have completed (3) consecutive years of employment shall accumulate sick leave credit of up to (2) hours for each month that such employee works at least (112) hours in a four week month or (140) hours in a five-week month. Such credit shall be determined by dividing the actual hours worked for such month by (160) hours (in a four week month) or (200) hours in a five week month times (2). Unused sick leave shall not exceed a maximum accumulation of (60) hours. Sick leave shall be paid as provided in the preceding section, except sick leave shall not commence until the third (3<sup>rd</sup>) full workday's absence. There shall be no first (1<sup>st</sup>) or second (2<sup>nd</sup>) day sick leave for these employees.

#### ARTICLE 39 INJURY ON JOB

**Section 112** When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. In no case shall the Employer's obligation exceed eight (8) hours, and there shall be no payment for any overtime hours missed because of the injury.



**ARTICLE 40  
CHILD CARE DISCOUNT PROGRAMS**

**Section 113** Safeway Inc. agrees to participate with United Food and Commercial Workers, Local No. 7 on discount programs established with local child care facilities

**ARTICLE 41  
401K PLAN**

**Section 114** The Company agrees to provide a 401K plan for employees covered by this Agreement when it is made available from the Company

**ARTICLE 42  
HEALTH AND WELFARE COVERAGE  
(Medical, Surgical, Hospital, Dental,  
Prescription, Vision and Life Insurance)**

**Section 115. Trust Fund.** The Rocky Mountain UFCW Unions and Employers Health Benefit Trust ("Health Benefit Trust") is a trust fund jointly administered by an equal number of Trustees representing the Employer and the Union. All contributions provided for in this Article will be paid into the Health Benefit Trust. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union. There shall be three (3) Plans of benefits, Plan A, Plan B and Plan C with contributions as provided herein. As a condition of receiving the contributions provided above, the Trustees of the Plan will:

1. Establish Plan(s) of benefits, which can be supported by the contributions provided in this Agreement, and
2. Maintain the Trust in a fully funded status as provided herein and in the Trust Agreement.

The Trustees shall establish a separate accounting of income and expenses for participants of the Fund who agree in their collective bargaining Agreements to a fixed contribution rate. The Trustees are expressly prohibited from using the contributions of the Employer's contributing on fixed contribution rate basis to pay benefits for participants of other employer's who have not adopted these fixed contributions.

**Employer Contributions and Benefit Levels -** The Employer agrees to contribute the following amounts per month for each eligible employee.

**Employees hired on or before March 26, 2005**

	PLAN A	PLAN B
Effective September 12, 2004	\$779.00	\$623.20
Effective January 1, 2005	\$599.67	\$479.73
Effective January 1, 2006	\$647.65	\$518.11
Effective January 1, 2007	\$699.46	\$559.57
Effective January 1, 2008	\$755.42	\$604.33

**Employees hired on or after March 27, 2005**

	PLAN A	PLAN B	PLAN C
Effective January 1, 2005	N/A	\$412.69	N/A
Effective January 1, 2006	N/A	\$445.71	\$239.60
Effective January 1, 2007	\$601.70	\$481.37	\$303.25
Effective January 1, 2008	\$649.84	\$519.88	\$327.51

**Employee Co-Premiums:** Employees who are eligible to participate and enroll in the Health Plan shall as a condition of such participation make a monthly co-premium payment equal to \$5.00 per week if enrolled in employee only coverage, \$10.00 per week if enrolled as employee plus spouse or employee plus children and \$15.00 per week if enrolled in family coverage. Such co-premiums shall be made by payroll deduction and forwarded to the Trust Fund on a monthly basis by the Employer.

**Enrollment and eligibility:** Effective calendar year enrollment period beginning the earliest possible date not later than June 1, 2005, the Plan shall conduct an annual enrollment. To remain enrolled as a participant eligible for plan coverage, each employee who is currently enrolled, or who initially enrolls during the term of the collective bargaining agreement, must re-enroll prior to the start of each succeeding plan year. Employees must make a positive election to enroll in the Plan. Enrollment is for the entire plan of benefits for the Plan and an employee's failure to make a positive enrollment into the Plan shall result in such employee being ineligible for all benefits of the Plan for the remainder of the calendar year or until there has been a qualifying life event, whichever occurs first. During the first enrollment, the Plan will allow a 30-day grace period to allow an employee to enroll who missed the deadline for enrollment.

The administrator of the fund will use the enrollment data in order to establish the eligibility of employees and their dependents for participation in plan coverage. None other than those employees contained on the enrollment report shall receive benefits from the Trust without the express authorization of the Trustees. The administrator will promptly notify the Trustees in writing of any instances where coverage has been provided to persons who are not included in the enrollment data, or where a claim for payment has been submitted by or on behalf of such person.

The Fund will audit its enrollment and claims records at least once within each 24 month period to ensure that no employees of the Employer, or the dependents of such employees, are participating in plan coverage for which they are not eligible and to ascertain that claims and other plan expenses are being paid in accordance with the Plan's provisions.

**Initial Eligibility –** Part-time employees hired before March 27, 2005 who on March 26, 2005 have met the initial eligibility requirement for benefits under the Trust will continue to be eligible for coverage provided the employee enrolls in the Plan beginning in 2005, and further provided the employee has made the required employee co-premium payment. Such employees shall continue to be eligible for Plan A if such employee was eligible for Plan A on March 26, 2005. Employee's who were eligible for and were participating in Plan B on March 26, 2005, shall participate in Plan B until such employee has been covered under such Plan B for 24 months. Thereafter, such employee may advance to Plan A provided they continue to enroll and meet the eligibility requirements of the Plan. Employees hired on or before March 26, 2005, who are not eligible for coverage as of March 26, 2005 shall be required to meet initial eligibility for Plan B, and subsequent eligibility to begin participation in Plan A, as provided in the predecessor agreement which terminated in 2004.

All part-time employees hired on or after March 27, 2005 shall, beginning the first of the month following 12 calendar months of employment, be eligible to enroll and participate in the Health Plan, on an employee only basis for the first 12 months of coverage, under the Health Plan C. Upon completion of the

first (36) months of eligibility under Plan C, such employee and their eligible dependents may enroll in Plan B for the next (36) months of eligibility under Plan B. Thereafter, provided the employee continues to maintain eligibility, such employee and their eligible dependents may enroll and participate in Plan A.

Full-time employees shall, on the first of the month following 3 months of employment, be eligible to enroll with their eligible dependents in Plan B, and after (36) months of eligibility under Plan B, shall be allowed to enroll with their eligible dependents in Plan A.

**On-going Eligibility** – After satisfying initial eligibility requirement provisions and enrollment in the Health Plan, the employee must continue to meet the monthly on-going eligibility requirements as a condition of continued participation in the Health Plan. Enrolled employees who work (80) hours in a (4) week month or (100) hours in a (5) week month shall be eligible for coverage on a lag month basis. For the purpose of this Article, hours worked shall include hours paid directly by the Company for holiday and vacation.

Employees shall continue to be eligible for benefits provided they enroll for coverage in accordance with this Article. In any event, all employees must continue to meet all eligibility requirements of the Plan as a condition of continued eligibility.

**Trust Plan Changes** The Trustees, the earliest possible date not later than June 1, 2005 shall revise the plan of benefits to include:

1. The Plan's current coordination of benefit provision and credit balance system shall be replaced with a coordination of benefit provision that limits payment to the maximum payable under the Plan.
2. The Plan shall adopt a fee of \$100 per month for a spouse of a covered employee who is eligible to enroll in health coverage at their employer, but fails to do so, as a condition of enrollment in this Plan.
3. Adopt the long term funding policy contained herein.
4. The Parties agree to adopt true managed care approaches to providing mental/nervous and physical benefits under the Plan. The Plan Administrator should not perform such managed care.
5. The Parties will adopt cost control measures that will aid the Fund in managing costs within the contributions provided by the Employers and Participants to this Plan.
6. The Parties agree to withdraw all of their respective deadlocked motions. It is understood that individual employee claim appeals which are deadlocked, are not intended to be withdrawn by this provision.
7. Adopt the attached schedule of benefits
8. The Trustees agree to rebid the Fund Administrator. In the event the Trustees deadlock over a replacement Administrator, the Trustees agree to submit such dispute to expedited arbitration within 60 days following the deadlock. Such arbitrator will be limited to giving a bench decision in the case.
9. The Parties agree to adopt the CIGNA health plan network at the earliest possible date, but not later than June 1, 2005.

#### Long Term Funding Policy

- 1 The parties recommend to the trustees that a Minimum Reserve Requirement be established equal to IBNR reserves plus a lag month reserve. The Fund consultants shall calculate the IBNR and lag month reserve requirement at least once every twelve months beginning on (date) and report these amounts to the Trustees at their next regularly scheduled meeting. Any withdrawing employer shall reimburse the Fund for their participants claims run off.
2. If the market value of the assets at any twelve-month review point is ever below the calculated minimum reserve requirement level as calculated by the Fund consultants, then the Fund consultants shall prepare recommendations for benefit plan redesign and/or employee co-premium contributions such that the dollar amount of any such deficiency will be fully recovered by the end of the 12-month period beginning after the trustee meeting in which the deficiency is first projected.
- 3 No changes are permitted that would violate any contractual agreement between the Fund and any third party vendor.
- 4 If the Fund consultants cannot agree on a recommended plan of benefit redesign and/or employee co-premium contributions, and the Trustees cannot agree to a corrective action plan, by virtue of deadlock motions, then the trustees must act to adopt the recommended corrective action plan that has the least adverse impact on plan participants, however, one set of Trustees may exercise the Fund's dispute resolution procedure on an expedited basis to determine if other corrective actions must be taken.
- 5 The minimum reserve target defined above is solely meant to be a "floor". It is not also a "ceiling". That is, no Trustee action is required or expected in the event that reserve levels are above the minimum reserve target.

Effective January 1, 2009, the Employer shall make available up to an amount equal to 8% of the Employer's December 2008 contribution to the Fund times 4 in lump sum contributions to the Fund to cover projected funding deficiencies as described herein provided that in prior years the Trustees have taken action as required by the Policy to ensure that the Plan was fully funded for that calendar plan year and further provided that Trustees have not improved benefits during the term of this Agreement. Such lump sum shall only be required to fund the minimum reserve requirement.

Extended Benefits. An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

Retiree's Benefits. The Employer will contribute eighteen dollars and thirty-four cents (\$18.34) per month per eligible active bargaining unit employee, covered under this Agreement, in the Health Plan to subsidize the self pay costs of providing Health and Welfare benefits to eligible retirees under the Rocky Mountain UFCW Unions and Employers Health Benefit Plan (the "Retiree's Health Plan").

Effective for employees who retire on or after October 1, 1996, the eligibility requirements for participation in Retiree's Health Plan shall be:

Employees retiring on or after October 1, 1996, must have a combined total of 15 years of service and have attained age 50, or be totally disabled, at the time of his termination of employment.

#### ARTICLE 43 NON-DUPLICATION OF BENEFITS

Section 116. In the event that any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Medical, Surgical and Hospital Service, Dental Plan, Pension Plan, Prescription Plan, Vision Plan or other benefit provided hereunder this Agreement, the amount of such payments shall be deducted from the contributions for such benefits required under the terms and conditions of this Agreement.

#### ARTICLE 44 PENSION

Section 117. Employer Contributions. For all employees hired before March 27, 2005, covered by this Agreement, the Employer shall pay one dollar and thirty-six cents (\$1.36) per hour for straight time hours worked (including paid holidays and vacations) into a Employer-Union pension fund which shall be jointly administered by the Union and the Employer as set forth in the trust agreement establishing such Pension Fund.

For all employees hired after March 26, 2005, contributions shall be at a rate of forty-eight cents (\$0.48) per hour for all hours worked at straight time (including hours worked on Sunday, vacation and holiday hours paid)

The Trustees agree to rebid the Fund Administrator. In the event the Trustees deadlock over a replacement Administrator, the Trustees agree to submit such dispute to expedited arbitration within 60 days following the deadlock. Such arbitrator will be limited to giving a bench decision in the case.

#### Section 118. Long-Term Funding Policy

1. The trustees shall, no later than April 1, 2005, adopt the following Long Term Funding Policy. Such Long Term Funding Policy shall be applicable for plan year 2005 and subsequent plan years. Effective as of March 27, 2005 and commencing with the April contribution payment, the employers will increase the hourly contribution by \$.15 per hour from \$1.36 to \$1.51 for employees hired before ratification.

This \$0.15 per hour increase in contribution is a "supplemental" contribution dedicated solely to improving the funding of the pension plan, will not be used to increase benefits and will be discontinued at the times set forth in paragraph 2.

2. This supplemental contribution shall continue to be made until the earlier of such time the Plan reaches a financial state whereby either: (i) the funding ratio of the Plan (actuarial value of assets over actuarial liability) is at least 100%; or any contribution of the employers would not be deductible for federal income tax purposes in the year in which it is required to be made. However, unless changes are needed to support contribution deductibility, no changes shall be made when the Plan has withdrawal liability.
3. If as of any valuation date commencing with the 01/01/06 valuation, a funding deficiency is projected to occur in less than 5 years, the Trustees will reduce benefits such that a projected

funding deficiency will not occur within any of the 8 years following the valuation date. The parties agree to apply for section 412(e) relief if available before the benefit reductions are enacted. It is understood that application for section 412(e) requires the parties to reduce benefits as a condition of the application. Such section 412(e) application, if approved, must cure the funding deficiency as prescribed above.

If the section 412(e) application is not approved, or not acted on, within 18 months of the valuation date (for example 01/01/06 valuation), then the Trustees will immediately enact benefit reductions to cure the funding deficiency as prescribed above.

4. In no event will benefit reductions be delayed to or beyond a time that would expose the employers to liability beyond the supplemental contribution including but not limited to liability for the payment of excise taxes or additional contributions. Any deadlocked issue over the enactment of benefit reductions and/or the application of this policy shall be submitted to expedited arbitration ahead of any other matter pending arbitration. Such expedited arbitration shall occur within 60 days of the request for arbitration and the arbitrator shall render his decision within 60 days following the close of the hearing in the matter.
5. The parties authorize and direct the Trustees of the Plan to develop Maintenance of Equity Policy for employers that do not adopt this agreement upon renewal of the collective bargaining agreement (or for new agreements).
6. If the Plan experiences a minimum funding deficiency, any excise tax that is levied against the employers will be allocated amongst such employers in a way that first makes all employers not contributing the full amount of the supplemental contribution responsible for fully paying any accumulated missed supplemental contributions with interest. Thereafter, the balance of any excise tax remaining will be allocated to all employers in proportion to their non-supplemental contribution rate. Finally, for any employer not adopting this agreement, future benefits will be based on the assumption that 5.15 of the current rate being contributed is deemed to be supplemental.
7. The parties recognize there is a possibility of merger of the Denver Area Meatcutters Pension Fund with the Rocky Mountain UFCW Union and Employers Pension Plan and give full authority to effectuate such merger to the Board of Trustees of the two pension plans without further approval of the parties of this Agreement.

Section 119. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income there from shall be paid out of the Pension Fund.

Section 120. Said Pension Plan and Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 121. If, for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the

cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund.

**Section 122.** The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

#### **ARTICLE 45 HEALTH AND WELFARE OR PENSION DELINQUENCIES**

**Section 123.** If the Employer fails to make monthly health and welfare or pension contributions, as set forth herein, he shall be notified by Certified or Registered Mail of his delinquency, either by the Health and Welfare Administrator or the Pension Plan Administrator, and if said remittance is not paid within ten (10) days, notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other or further notice shall have the right to strike or to take such action as it shall deem necessary until such delinquent payments are made. The Employer hereby waives the requirement of any other notice or notices being given by the Health and Welfare Administrator or the Pension Plan Administrator or by the Union to him or to anyone else other than such notice or notices expressly provided for in this Article.

#### **ARTICLE 46 DISCHARGE AND NO DISCRIMINATION**

**Section 124.** No employee shall be discharged without just and sufficient cause.

**Section 125.** The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles.

**Section 126.** No employee shall be discharged or threatened for refusing to cross or work behind any primary picket line established by any labor organization at the Employer's premises, nor shall the Union be deemed to be in violation of this Agreement if its members choose to honor any such picket line.

**Section 127.** The Employer and the Union agree that each will fully comply with the applicable laws and regulations prohibiting discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex, physical disability, mental disability or age.

Discrimination on the basis of physical or mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability.

**Section 128.** No employee who because of his religion has conscientious objections to working on his Sabbath will be required to work his Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this Agreement, the right of seniority shall prevail.

**Section 129.** Whenever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender.

**Section 130.** It is recognized that the Employer may sponsor donations to worthy charitable organizations of a non-political nature. However, no employee shall be required to make contributions, nor shall any employee be told a specific amount he must contribute. There shall be no compulsion with regard to contribution.

**ARTICLE 47  
UNION REPRESENTATIVE VISITATION**

Section 131 The Chief Executive Officer of the Union, the Deputy Secretary, or the Business Representative, thereof shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representatives shall make their presence known to the supervisory person in charge upon entering the premises. The Employer shall, upon the request of an authorized Union representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement. The Chief Executive Officer, or his Deputy, may inspect the dues books of employees during working hours.

**ARTICLE 48  
UNION STEWARD**

Section 132 The Union shall have the right to designate one (1) Steward per store who shall perform their Steward duties in such a way as not to interfere with the service of the Employer. Such Stewards shall have top seniority for the purpose of layoff within their classification in that store. The designated representative of the Employer must be advised in writing by the Union of the name of the Steward in the store before the employee will be recognized as a Steward.

Stewards shall not be bumped from their respective stores by employees exercising their second (2nd) or their eleventh (11th) week bump, unless the Steward chooses to do so.

Section 133 Where store operations are not adversely affected, the appointed Stewards will not be scheduled to work later than 6:00 p.m. on the night (not more than one (1) per month) of the regular Local Union Meeting, provided the Store Manager or Assistant Store Manager are notified by the Stewards by noon on the Wednesday of the week preceding the Union meeting.

Section 134 The Company will meet with the Union Stewards once per contract year (on four separate groups based on Districts) for the purpose of discussing store operating opportunities and attempting to solve store problems (other than grievances). The Company will pay each Steward who attends the annual session eight (8) hours pay at his/her straight-time rate. The Company shall pay ten (10) hours if the Steward is working the four (4) ten (10) hour shifts.

Section 135. Employees Rights to Union Representation When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request union representation.

**ARTICLE 49  
DISPUTE PROCEDURE**

Section 136 Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Section 137. Step 1. By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the designated Employer representative.

If the issuance of a verbal/written warning is grieved, the Union will notify the Employer of the same.



If the grievant is disciplined further, or otherwise adversely affected, and the verbal/written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated.

Section 139. Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievances does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits on this meeting may be postponed by mutual agreement of the parties.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

Section 139. Step 3. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 140. In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. From this panel of five (5) names, each party shall alternately strike two (2) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

Section 141. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him, but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expense of the impartial arbitrator shall be paid by the losing party. In the event neither party wins the total arbitration, the expenses shall be shared equally by the parties.

Section 142. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

Section 143. In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Five Hundred Dollars (\$500.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Five Hundred Dollars (\$500.00) to the refusing party.

Section 144. Safeway Inc. and the UFCW Union Local No. 7 agree to enter into this Agreement to selectively use mediation to achieve a mutually satisfactory resolution of certain formal grievances.

The following procedure will be followed whenever a grievance is selected to be mediated:

- i) Once a grievance has been requested for arbitration, the parties may agree to submit the grievance to a mediator. The parties shall use a mutually agreed upon mediator.
  - a) The parties will contact the mediator and schedule a date for the mediation conference to be held on a monthly basis effective immediately.
  - b) The grievant and location manager shall be present for the conference. Each party shall be permitted to have not more than two additional observers. Observers shall not be permitted to offer testimony or make oral statements.
  - c) The proceedings shall be informal and the formal rules of evidence shall not apply. Each party will make a brief presentation of the facts of their case not to exceed 15 minutes. The Grievant and Location Manager may also make an oral explanation of their case not to exceed five minutes. The parties may also submit other written evidence, statements, etc., to the mediator, witnesses and oral testimony, provided that such testimony does not exceed the 20-minute total set forth above.
  - d) The mediator will have the authority to meet with each party separately and to recommend a reasonable settlement to the grievance. The mediator shall have the authority to compel the resolution of the grievance. Grievances ruled upon or settled shall be considered final and binding and may not be further processed to arbitration.
  - e) All settlements or rulings shall be on a non-precedent setting basis and without prejudice to either party, except settlements may specifically provide otherwise.
  - f) The parties agree to attempt to schedule multiple grievances per mediation conference. Further, the parties agree to share expenses of the mediator.

This agreement shall be effective on the date of execution of this agreement and may be cancelled by either party upon thirty (30) days written notice to the other party.

Section 145 Expedited Arbitration Procedures

Effective upon ratification of this agreement, the parties signatory below agree to adopt an expedited arbitration procedure as outlined below. Notwithstanding the provisions of such agreement, the parties recognize that arbitrations already scheduled prior to the effective date of this agreement shall be arbitrated as in the past and not subject to the provisions of this agreement unless the parties mutually agree to do so.

A mutually agreed upon arbitrator shall be selected to hear cases arising under this procedure. The parties will direct the arbitrator to set aside one day per month to hear arbitrations under this procedure. As near as practical, such dates will be during the second or fourth week of each month. If necessary, and the parties mutually agree, the arbitrators will be asked to set aside more days per month.

The parties shall attempt to meet biweekly to review cases pending arbitration and to schedule cases for arbitration under this procedure. Should a case scheduled for arbitration be settled prior to the scheduled date, the parties will make an earnest effort to substitute another case for the scheduled date.

Except as otherwise set forth in this agreement, all discipline cases, including discharges, shall be subject to the provisions of this procedure. Contract interpretation cases, upon mutual agreement by both parties, shall also be subject to this procedure. For discipline cases, other than discharges, both parties agree, where practical, to schedule at least two such cases to be heard on one day, with the understanding that the presentation of such cases shall not exceed four hours, with both sides being allocated two hours for the presentation of their case and cross-examination of witnesses of the opposing side.

For all discipline cases, including discharges, both parties will make closing oral arguments unless mutually agreed otherwise, and the arbitrator will issue a brief written award. Where practical, the parties will direct the arbitrator to issue a written bench decision and summarize his decision in a one-page letter following the arbitration. The arbitrator, at his discretion, may request no more than seven days to deliberate on the issues of a particular case. In this regard, an arbitrator will issue his award within fourteen days following the close of the hearing.

Both parties will direct the arbitrator to issue an abbreviated, which details only the arbitrator's award and a brief explanation as to the reasons for this award. In the case of contract interpretive matters, both parties recognize the need to file briefs and have the arbitrator write a detailed decision. In this regard, both parties agree to file briefs within two weeks following the close of the hearing and will direct the arbitrator to issue an abbreviated decision which details only the arbitrator's award within two weeks following the receipt of briefs. The arbitrator will then issue a detailed decision within thirty days following receipt of the briefs by the parties.

Either party may, by notification to the other prior to a case being scheduled, exclude a particular case from the provisions of this agreement. In this case, the arbitration shall be scheduled and handled under the normal procedure.

Provisions of this agreement are hereby entered into by both parties signatory below and in full force and effect, unless either party, through written notification to the other party, gives thirty (30) days written notice of their intent to cancel this agreement. In this regard, the parties agree that cases scheduled for arbitration under this procedure shall proceed to arbitration as provided above.

**Section 146. Remedies for Errors.** If an error is made by management in the application of the provisions of this agreement resulting in a lost work opportunity for the aggrieved employee such as vendor stocking, scheduling and assignment of hours disputes, classification issues, and work jurisdiction matters and the affected employee immediately files a grievance, the employee shall be made whole by being permitted to work the number of hours lost. Such hours shall be above and beyond the posted schedule. The employee shall advise management anytime after the next schedule is finalized for the workweek of their desire to exercise their right to work the hours due during the workweek on the date and time determined by the employee. An aggrieved employee may not demand such remedy on an overtime or premium-pay basis if the alleged violation occurred on what would have been a straight-time day for such employee. The employee must exercise this right to work within four (4) weeks of the settlement of error with the employee or such right shall be forfeited and no further remedy shall be required.

**ARTICLE 50  
NO STRIKE OR LOCKOUT**

Section 147 During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting or stoppage of work, anti-company publicity or other economic action of whatsoever nature against the Company.

It is understood that it shall be a violation of this Agreement for the Union or its agents to require its members to observe picket lines set up by any labor organization at the premises of the Employer.

**ARTICLE 51  
STORE OR PLANT CLOSING**

Section 148 Dislocation and Training Pay In the event the Employer closes or sells a store and the employee chooses to self terminate, said employee shall be entitled to dislocation and training pay. This money is provided to help defer any expenses incurred by the employee as it relates to moving expenses and/or training for a new occupation.

The employee must notify the Employer, in writing, within seven (7) days after receiving such notification of the store closing or of the store being sold.

The Employer shall pay said dislocation and training pay to the employees prior to the effective date of the store closing.

The amount of the dislocation and training pay shall be computed as set forth in Article 51, Section 148 and 149. However, the Employer will only be required to make two (2) months Health and Welfare contributions following termination and the Employer will not be required to make any Pension contributions.

Any employee who requests said dislocation and training pay shall not be entitled to any other provisions as set forth in Article 51.

Any employee who chooses not to exercise the rights for the dislocation and training pay shall be entitled to severance pay as set forth in this Agreement.

Section 149 In the event the Employer closes or sells a store or plant and employees are terminated as a result thereof, such employees are entitled to pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year of continuous service up to, but not to exceed eight (8) weeks' pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

- 0-3 months equals twenty-five percent (25%) of a week's pay;
- 3-6 months equals fifty percent (50%) of a week's pay;
- 6-9 months equals seventy-five percent (75%) of a week's pay;
- Over 9 months equals one week's pay.

Severance pay shall be computed on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination.

The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those

employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) day period must be agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

If an employee is offered a transfer to other employment with the Employer within forty (40) miles of the store or plant in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and Pension and Health and Welfare contributions.

If a store or plant is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

The Employer agrees to give to the employees and the Union two (2) weeks' notice in advance of a store or plant closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store or plant. If a store or plant closing is caused by fire, flood, storm, land condemnation or remodeling, then this Article shall not apply.

In the event of a store or plant closing, employees shall be allowed to exercise their seniority under their respective layoff procedures.

## **ARTICLE 52 BULLETIN BOARD**

Section 150. The Employer agrees to furnish a bulletin board for the use of the Union within each store. Material placed upon the bulletin board shall be restricted to the following types of notices:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections, Union appointments, and the results of Union elections
- c. Notice of Union meetings

The bulletin board is not to be used by the Union or its members for disseminating propaganda of any kind whatsoever, and among other things, it shall not be used for the posting of material of a political or controversial nature or for advertising proposes. Any document placed on the bulletin board must be signed by an officer or official representative of the Union.

**ARTICLE 53  
UNION STORE CARDS**

Section 151. The Union Shop Card is the property of the United Food and Commercial Workers, International Union, AFL-CIO, and is loaned to the Employers for display who sign and abide by this Agreement. The Shop Card may be removed from any market by the Chief Executive Officer of Local No. 7 or his deputy for any violation of this Agreement.

**ARTICLE 54  
UNIFORMS/EQUIPMENT**

Section 152. The Employer agrees to furnish all linens or uniforms required by the Employer for use in the markets and delicatessens and to launder same, except for drip dry garments. It is further provided that all hand saw frames and hand saw blades shall be furnished by the Employer. The Employer will also furnish an oil stone in each market for the use of employees in sharpening all hand tools.

Notwithstanding the above, the employee shall be required to meet the dress requirements, at the employee's expense unless otherwise specified, as detailed in the Letter of Understanding, "Dress Requirements," attached to this Agreement.

**ARTICLE 55  
SAVING CLAUSE**

Section 153. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such law, regulation or rule. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

In the event of any such terms, provisions or conditions becoming inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) day written notice to the other party.

Section 154. It is specifically understood that the no-strike and no-lock out provision set forth elsewhere in this Agreement shall remain in effect throughout the term of this Agreement.

**ARTICLE 56  
TERM OF AGREEMENT**

Section 155. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 156. Boulder/Louisville, Broomfield, Castle Pines, Conifer, Denver and Parker:** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **September 12, 2004** and shall remain in full force and effect until midnight on **May 9, 2009** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

**Alamosa, Brighton, Canon City, Evergreen, Fort Morgan, Idaho Springs, La Junta, Lamar, Monte Vista, Salida, Trinidad and Walsenburg:** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **October 17, 2004** and shall remain in full force and effect until midnight on **June 13, 2009** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

**Colorado Springs, Fort Collins, Fountain, Frisco, Greeley, Leadville, Longmont, Loveland and Vail:** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **October 24, 2004** and shall remain in full force and effect until midnight on **June 20, 2009** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

**Pueblo:** This Agreement shall be in full force and effect beginning at 12:01 a.m. on **October 31, 2004** and shall remain in full force and effect until midnight on **June 27, 2009** and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signature of their authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 7, DENVER, COLORADO  
Chartered by  
UNITED FOOD AND COMMERCIAL WORKERS,  
INTERNATIONAL UNION, AFL-CIO

By \_\_\_\_\_ -s-

SAFEWAY INC.

By \_\_\_\_\_ -s-

#### **COST OF LIVING ALLOWANCE**

Effective May 4, 1986, there shall be a cost of living allowance based on the increase in the revised Consumer Price Index for Urban Wage Earners and Clerical workers, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967= 100) between March, 1985 and March, 1986. For hourly rated employees covered by this Agreement, there shall be a one cent (\$.01) per hour adjustment for every full 4 point increase in that index which exceeds an increase of 5.5% in the Index during the period between March, 1985 and March, 1986. It is understood that if the rates of pay for the classification are less than the Journeyman Meat Cutter rate, such classification shall receive the same percentage increase in the cost of living as the Journeyman Meat Cutter.



#### **ADDITIONAL PROVISIONS**

The contract changes shall become effective the first Sunday following ratification unless otherwise noted.

Employees receiving more than the agreed upon rates shall continue to receive the higher rate of pay and shall receive raises in accordance therewith.

EFFECTIVE FEBRUARY 1, 2005

Note: Working from the current Trust Health Plan apply the following modifications. Eligibility rules and employer and employee contribution rates are as provided in the Settlement Option.

	PLAN A ENROLLED & PARTICIPATING	PLAN B ENROLLED & PARTICIPATING	PLAN C ENROLLED & PARTICIPATING
DEDUCTIBLE	\$300 INDIVIDUAL 3 PER FAMILY	\$400 INDIVIDUAL 3 PER FAMILY	\$500 INDIVIDUAL 3 PER FAMILY
OFFICE VISIT PPO CO-PAY COVERAGE PAYS	\$20.00 100% PHYSICIAN CHARGES	\$25.00 100% PHYSICIAN CHARGES	\$35.00 100% PHYSICIAN CHARGES
NON PPO CO-PAY COVERAGE PAYS	\$300 INDIVIDUAL 70%	\$400 INDIVIDUAL 60%	\$500 INDIVIDUAL 50%
CO-INSURANCE PPO OUT OF POCKET MAX	85% \$1,500 PER INDIVIDUAL (2x) 60%	80% \$2,000 PER INDIVIDUAL (2x) 60%	70% \$3,000 PER INDIVIDUAL (2x) 50%
NON-PPO OUT OF POCKET MAX	2X THE IN-NETWORK AMT	2X THE IN-NETWORK AMT	2X THE IN-NETWORK AMT
MAJOR MEDICAL	\$1,000,000 lifetime maximum	\$1,000,000 lifetime maximum	\$1,000,000 lifetime maximum
VISION	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT
DENTAL	PREVENTATIVE NOT SUBJECT TO DEDUCTIBLE \$50 DEDUCTIBLE ANNUAL MAX \$1500	PREVENTATIVE NOT SUBJECT TO DEDUCTIBLE \$100 DEDUCTIBLE ANNUAL MAX \$1000	PREVENTATIVE NOT SUBJECT TO DEDUCTIBLE \$150 DEDUCTIBLE ANNUAL MAX \$1000
RX CO-PAYS	\$5 GENERIC \$20 BRAND \$40 BRAND/ NON-FORMULARY	\$5 GENERIC \$20 BRAND \$40 BRAND/ NON-FORMULARY	\$5 GENERIC \$20 BRAND \$40 BRAND/ NON-FORMULARY
LIFE INSURANCE	\$10,000	\$10,000	\$10,000
COORDINATION OF BENEFITS	CARVE OUT TO PLAN MAX	CARVE OUT TO PLAN MAX	CARVE OUT TO PLAN MAX
ACCIDENTAL DEATH /PERSONAL ACCIDENT INSUR	\$10,000 EMPLOYEE ONLY	\$10,000 EMPLOYEE ONLY	\$10,000 EMPLOYEE ONLY
SPOUSAL FEE	\$100 PER MONTH	\$100 PER MONTH	\$100 PER MONTH
SHORT-TERM DISABILITY	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT	CURRENT PLAN BENEFIT

## APPENDIX "A"

The minimum hourly rates of pay for the indicated classifications shall be as set forth below on the dates indicated. The Employer may hire any employee at any rate in the progression schedule at its sole discretion.

### Rate Determination

Employees hired before March 27, 2005 who remain in their classification after commencement of this Agreement shall be paid in accordance with the "hired and assigned in the bargaining unit prior to March 27, 2005" wage schedule while they remain in that classification.

**Demotions, Step Downs and layoffs:** An employee who is demoted, steps down, or who is laid off in accordance with this Agreement, shall be placed back into the same wage schedule in which the employee was working immediately prior to their assignment into management or promotion into the classification from which they are being demoted, stepping down or laid off. In determining the proper progression level for an employee demoted, stepping down, or laid off from a classification with a higher "thereafter" hourly rate to a classification with a lower "thereafter" hourly rate, such affected employee shall be placed in the appropriate progression level in the rate schedule referenced in this paragraph based on their experience in the newly assigned classification, regardless of whether such assigned rate results in a reduction in hourly rate. In determining prior experience hereunder, the Employer will give recognition to the verified number of hours of actual work experience in the same classification which said employee may have performed for the Employer and the verified number of hours of actual work experience on a comparable job which said employee may have performed within the previous five (5) years for any other employer in a similar retail grocery operation.

**Rate Determination – Promotions, new hires and new entrants into the bargaining unit:** Employees hired into, or assigned to, or promoted to a different classification, the bargaining unit on or after March 27, 2005 shall be assigned to the "**EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER March 27, 2005**" wage scale. Employees who are promoted to a different classification after March 26, 2005 shall not receive a reduction in their hourly rate of pay if when promoted to such classification they are being paid an hourly rate of pay greater than the minimum, unless they are above the "thereafter" hourly rate in which case they will immediately be paid the "thereafter" hourly rate. When such employee is paid less than the "thereafter" hourly rate, prior to receiving an increase in their hourly rate of pay, they must work 1,040 hours at their current rate before promotion to the hourly rate in the new classification that would give them an increase in their hourly rate of pay.

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BRIGHTON, BROOMFIELD, CASTLE PINES, CONIFER, EVERGREEN, FORT COLLINS, FOUNTAIN, FRISCO, GREELEY, IDAHO SPRINGS, LONGMONT, LOVELAND, PARKER, PUEBLO AND VAIL MEAT

DEPT MGRS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005	EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005
Head Meat Cutter	18.03	18.03
First Cutter	17.78	17.78
Seafood Mgr	14.84	14.84
Deli Mgr	16.70	16.70
Employed as a Deli Manager after 5/20/77 and directing 5 or less Deli Employees	15.11	15.11
Assist Deli Mgr	13.65	13.65
Starbucks Lead	13.65	13.65
China Express Lead	13.65	13.65
MEAT CUTTERS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005	EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005
	1st 1040 hours worked	1st 1040 hours worked
	11.30	10.65
	Next 1040 hours worked	Next 1040 hours worked
	12.36	11.15
	Next 1040 hours worked	Next 1040 hours worked
	13.23	11.30
	Next 1040 hours worked	Next 1040 hours worked
	14.12	12.36
	Next 1040 hours worked	Next 1040 hours worked
	15.01	13.23
	Next 1040 hours worked	Next 1040 hours worked
	15.89	14.12
	Thereafter	Next 1040 hours worked
	17.65	15.01
		Next 520 hours worked
		15.89
		Thereafter
		17.65
SEAFOOD CLERKS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005	EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005
	1st 960 hours worked	1st 1040 hours worked
	8.39	8.09
	Next 960 hours worked	Next 1040 hours worked
	8.64	8.59
	Next 960 hours worked	Next 1040 hours worked
	9.30	9.39
	Next 960 hours worked	Next 1040 hours worked
	10.75	10.19
	Next 960 hours worked	Next 1040 hours worked
	12.19	10.99
	Thereafter	Next 1040 hours worked
	14.33	11.83
		Next 1040 hours worked
		12.65
		Next 520 hours worked
		13.47
		Thereafter
		14.33

DENVER, COLORADO SPRINGS, BOULDER/LOUISVILLE, BRIGHTON, BROOMFIELD, CASTLE PINES, CONIFER, EVERGREEN, FORT COLLINS, FOUNTAIN, FRISCO, GREELEY, IDAHO SPRINGS, LONGMONT, LOVELAND, PARKER, PUEBLO AND VAIL MEAT (CONTINUED)

MEAT WRAPPERS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
	1st 960 hours worked	8.64	1st 1040 hours worked	8.39
	Next 960 hours worked	9.45	Next 1040 hours worked	8.64
	Next 960 hours worked	10.91	Next 1040 hours worked	8.89
	Next 960 hours worked	12.36	Next 1040 hours worked	9.14
	Thereafter	14.54	Next 1040 hours worked	9.39
			Next 1040 hours worked	9.69
			Next 1040 hours worked	10.13
			Next 520 hours worked	12.36
			Thereafter	14.54
DELI CLERKS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
	1st 1040 hours worked	7.03	1st 1040 hours worked	8.09
	Next 1040 hours worked	8.52	Next 1040 hours worked	8.39
	Next 1040 hours worked	9.81	Next 1040 hours worked	8.64
	Next 1040 hours worked	11.14	Next 1040 hours worked	8.89
	Thereafter	13.11	Next 1040 hours worked	9.14
			Next 1040 hours worked	9.69
			Next 1040 hours worked	10.13
			Next 520 hours worked	11.28
			Thereafter	13.11
STARBUCKS, CHINA EXPRESS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
	1st 1040 hours worked	7.03	1st 1040 hours worked	8.09
	Next 1040 hours worked	8.52	Next 1040 hours worked	8.39
	Next 1040 hours worked	9.81	Next 1040 hours worked	8.64
	Next 1040 hours worked	11.14	Next 1040 hours worked	8.89
	Thereafter	13.11	Next 1040 hours worked	9.14
			Next 1040 hours worked	9.69
			Next 1040 hours worked	10.13
			Next 520 hours worked	11.28
			Thereafter	13.11

Annual Lump-Sum Bonus: Effective the second Sunday following ratification and acceptance of this Agreement and effective the first Sunday of September 2005, respectively, employees who were hired on or before March 26, 2005, except courtesy clerks, who have been continuously employed during the trailing one year period of each of these Sunday effective dates and who are actively employed on each of these effective dates and who are, on the effective date of this bonus, at the top rate for their classification, shall be paid a lump-sum bonus equal to thirty cents (\$0.30) per hour times their total paid vacation hours, paid holiday hours, and hours worked during the trailing one year period. Such bonuses shall not be paid to any employee hired on or after March 27, 2005.

Effective September 10, 2006 and September 9, 2007, respectively, only the "Thereafter" rates, except courtesy clerks shall be increased by thirty cents (\$0.30).

**ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD,  
AND WALSENBURG MEAT**

	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>DEPT MGRS</b>				
Head Meat Cutter		17.78		17.78
First Cutter		17.53		17.53
Deli Mgr		16.40		16.40
Employed as a Deli Manager after 5/20/99 and directing 5 or less Deli Employees		14.74		14.74
Assist Deli Mgr		13.43		13.43
Starbucks Lead		13.43		13.43
China Express Lead		13.43		13.43
	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>MEAT CUTTERS</b>				
	1st 1040 hours worked	11.15	1st 1040 hours worked	10.50
	Next 1040 hours worked	12.20	Next 1040 hours worked	11.00
	Next 1040 hours worked	13.04	Next 1040 hours worked	11.15
	Next 1040 hours worked	13.92	Next 1040 hours worked	12.20
	Next 1040 hours worked	14.77	Next 1040 hours worked	13.05
	Next 1040 hours worked	15.68	Next 1040 hours worked	13.90
	Thereafter	17.40	Next 1040 hours worked	14.80
			Next 520 hours worked	15.66
			Thereafter	17.40
	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>MEAT WRAPPERS</b>				
	1st 960 hours worked	7.68	1st 1040 hours worked	8.28
	Next 960 hours worked	9.29	Next 1040 hours worked	8.50
	Next 960 hours worked	10.76	Next 1040 hours worked	8.70
	Next 960 hours worked	12.17	Next 1040 hours worked	9.00
	Thereafter	14.32	Next 1040 hours worked	9.25
			Next 1040 hours worked	9.50
			Next 1040 hours worked	9.95
			Next 520 hours worked	12.13
			Thereafter	14.32
	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>DELI CLERKS</b>				
	1st 1040 hours worked	6.93	1st 1040 hours worked	7.88
	Next 1040 hours worked	8.39	Next 1040 hours worked	8.16
	Next 1040 hours worked	9.67	Next 1040 hours worked	8.40
	Next 1040 hours worked	10.98	Next 1040 hours worked	8.65
	Thereafter	12.91	Next 1040 hours worked	8.91
			Next 1040 hours worked	9.40
			Next 1040 hours worked	9.85
			Next 520 hours worked	10.95
			Thereafter	12.91

ALAMOSA, CANON CITY, LEADVILLE, MONTE VISTA, SALIDA, TRINIDAD, AND WALSENBURG  
MEAT (CONTINUED)

STARBUCKS, CHINA EXPRESS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
	1st 1040 hours worked	6.93	1st 1040 hours worked	7.88
	Next 1040 hours worked	8.39	Next 1040 hours worked	8.16
	Next 1040 hours worked	9.67	Next 1040 hours worked	8.40
	Next 1040 hours worked	10.98	Next 1040 hours worked	8.65
	Thereafter	12.91	Next 1040 hours worked	8.91
			Next 1040 hours worked	9.40
			Next 1040 hours worked	9.85
			Next 520 hours worked	10.95
			Thereafter	12.91

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Effective September 10, 2006 and September 9, 2007, respectively, only the "Thereafter" rates, except courtesy clerks shall be increased by thirty cents (\$0.30).

**FORT MORGAN MEAT**

<b>DEPT MGRS</b>	<b>EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005</b>		<b>EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005</b>	
Head Meat Cutter		17.68		17.68
First Cutter		17.43		17.43
Deli Mgr		16.40		16.40
Employed as a Deli Manager after 5/20/77 and directing 5 or less Deli Employees		14.76		14.76
Assist Deli Mgr		13.43		13.43
Starbucks Lead		13.43		13.43
China Express Lead		13.43		13.43
<b>MEAT CUTTERS</b>	<b>EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005</b>		<b>EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005</b>	
	1st 1040 hours worked	11.23	1st 1040 hours worked	10.58
	Next 1040 hours worked	12.12	Next 1040 hours worked	10.95
	Next 1040 hours worked	13.68	Next 1040 hours worked	11.10
	Next 1040 hours worked	13.84	Next 1040 hours worked	12.10
	Next 1040 hours worked	14.69	Next 1040 hours worked	12.95
	Next 1040 hours worked	15.58	Next 1040 hours worked	13.80
	Thereafter	17.30	Next 1040 hours worked	14.65
			Next 520 hours worked	15.55
			Thereafter	17.30
<b>MEAT WRAPPERS</b>	<b>EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005</b>		<b>EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005</b>	
	1st 960 hours worked	8.05	1st 1040 hours worked	8.25
	Next 960 hours worked	9.49	Next 1040 hours worked	8.50
	Next 960 hours worked	10.96	Next 1040 hours worked	8.70
	Next 960 hours worked	12.42	Next 1040 hours worked	9.00
	Thereafter	14.27	Next 1040 hours worked	9.25
			Next 1040 hours worked	9.50
			Next 1040 hours worked	9.95
			Next 520 hours worked	12.13
			Thereafter	14.27
<b>DELI CLERKS</b>	<b>EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005</b>		<b>EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005</b>	
	1st 1040 hours worked	6.91	1st 1040 hours worked	7.86
	Next 1040 hours worked	8.39	Next 1040 hours worked	8.10
	Next 1040 hours worked	9.67	Next 1040 hours worked	8.40
	Next 1040 hours worked	10.95	Next 1040 hours worked	8.65
	Thereafter	12.90	Next 1040 hours worked	8.90
			Next 1040 hours worked	9.40
			Next 1040 hours worked	9.80
			Next 520 hours worked	10.98
			Thereafter	12.90



**FORT MORGAN MEAT (CONTINUED)**

STARBUCKS, CHINA EXPRESS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
	1st 1040 hours worked	6.91	1st 1040 hours worked	7.86
	Next 1040 hours worked	8.39	Next 1040 hours worked	8.10
	Next 1040 hours worked	9.67	Next 1040 hours worked	8.40
	Next 1040 hours worked	10.95	Next 1040 hours worked	8.65
	Thereafter	12.90	Next 1040 hours worked	8.90
			Next 1040 hours worked	9.40
			Next 1040 hours worked	9.80
			Next 520 hours worked	10.98
			Thereafter	12.90

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Effective September 10, 2006 and September 9, 2007, respectively, only the "Thereafter" rates, except courtesy clerks shall be increased by thirty cents (\$0.30).

**LA JUNTA AND LAMAR MEAT**

	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>DEPT MGRS</b>				
Head Meat Cutter		17.43		17.43
First Cutter		17.18		17.18
Deli Mgr.		16.13		16.13
Employed as a Deli Manager after 5/20/77 and directing 5 or less Deli Employees		14.59		14.59
Assist Deli Mgr.		13.18		13.18
Starbucks Lead		13.18		13.18
China Express Lead		13.18		13.18
	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>MEAT CUTTERS</b>				
	1st 1040 hours worked	11.09	1st 1040 hours worked	10.44
	Next 1040 hours worked	11.96	Next 1040 hours worked	10.75
	Next 1040 hours worked	12.81	Next 1040 hours worked	10.90
	Next 1040 hours worked	13.65	Next 1040 hours worked	11.95
	Next 1040 hours worked	14.51	Next 1040 hours worked	12.80
	Next 1040 hours worked	15.36	Next 1040 hours worked	13.64
	Thereafter	17.05	Next 1040 hours worked	14.50
			Next 520 hours worked	15.35
			Thereafter	17.05
	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>MEAT WRAPPERS</b>				
	1st 960 hours worked	7.71	1st 1040 hours worked	8.00
	Next 960 hours worked	9.10	Next 1040 hours worked	8.30
	Next 960 hours worked	10.53	Next 1040 hours worked	8.55
	Next 960 hours worked	11.92	Next 1040 hours worked	8.80
	Thereafter	14.02	Next 1040 hours worked	9.05
			Next 1040 hours worked	9.35
			Next 1040 hours worked	9.75
			Next 520 hours worked	11.90
			Thereafter	14.02
	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
<b>DELI CLERKS</b>				
	1st 1040 hours worked	6.77	1st 1040 hours worked	7.72
	Next 1040 hours worked	8.22	Next 1040 hours worked	8.00
	Next 1040 hours worked	9.36	Next 1040 hours worked	8.25
	Next 1040 hours worked	10.65	Next 1040 hours worked	8.50
	Thereafter	12.65	Next 1040 hours worked	8.75
			Next 1040 hours worked	9.00
			Next 1040 hours worked	9.65
			Next 520 hours worked	10.75
			Thereafter	12.65

**LA JUNTA AND LAMAR MEAT (CONTINUED)**

STARBUCKS, CHINA EXPRESS	EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT PRIOR TO MARCH 27, 2005		EMPLOYEES HIRED INTO THE BARGAINING UNIT OR ASSIGNED OR PROMOTED ON OR AFTER MARCH 27, 2005	
	1st 1040 hours worked	6.77	1st 1040 hours worked	7.72
	Next 1040 hours worked	8.22	Next 1040 hours worked	8.00
	Next 1040 hours worked	9.36	Next 1040 hours worked	8.25
	Next 1040 hours worked	10.65	Next 1040 hours worked	8.50
	Thereafter	12.65	Next 1040 hours worked	8.75
			Next 1040 hours worked	9.00
			Next 1040 hours worked	9.65
			Next 520 hours worked	10.75
			Thereafter	12.65

**Annual Lump-Sum Bonus:** Effective the second Sunday following ratification and acceptance of this Agreement and effective the first Sunday of September 2005, respectively, employees who were hired on or before March 26, 2005, except courtesy clerks, who have been continuously employed during the trailing one year period of each of these Sunday effective dates and who are actively employed on each of these effective dates and who are, on the effective date of this bonus, at the top rate for their classification, shall be paid a lump-sum bonus equal to thirty cents (\$0.30) per hour times their total paid vacation hours, paid holiday hours, and hours worked during the trailing one year period. Such bonuses shall not be paid to any employee hired on or after March 27, 2005.

Effective September 10, 2006 and September 9, 2007, respectively, only the "Thereafter" rates, except courtesy clerks shall be increased by thirty cents (\$0.30).

### SAFEWAY INC. MEAT LETTERS OF UNDERSTANDING:

Safeway agrees to carry forward the specific Letters of Understanding as listed below. Any Letter not referenced below shall be deemed null and void.

1. B-1 Employees reinstated under terms of Alcoholism Rehabilitation Program Agreement reached as a result of an Agreement reached as a result of a meeting held on March 31, 1983, between Charles Mercer, UFCW 7 and Rex Berry, Safeway.
2. B-3 Procedure for Scheduling Employees with Conscientious Objections to Working on Their Day of Sabbath. Unsigned and Undated agreement between Safeway and UFCW Local 7.
3. B-6 Grievance Settlements at Store Level. Provides for non-precedent grievance settlements between Store Managers and Union Stewards dated February 3, 1982 and signed by Bruce Trull, Safeway Inc., and Charles Mercer, UFCW Local 7.
4. B-11 Seniority. Provides that all employees that have transferred into the meat bargaining unit from the retail clerks bargaining unit shall have their seniority date of hire retroactive to the first date of hire with the Company effective May 9, 1983. Signed by Alfonso Pacheco, UFCW Local 7 on 8/2/93 and Bruce Trull, Safeway, on 9/3/93.
5. Meat Cutters Bargaining Unit-Colorado Springs. Establishes meat cutter floater pool for the Colorado Springs meatcutters signed by Dwayne Adkins, UFCW Local 7 and Bruce Trull and Gordon Todd, Safeway, dated 5/12/88.
6. Transfers and Seniority. Agreement added to all Colorado Meat bargaining units between Safeway and Meat Cutters Union Local 634 (now UFCW Local 7). Provides for continuous employment seniority after 30 days when an employee transfers between Colorado meat bargaining units. Effective January 10, 1978. Signed May 1, 1980. Resigned as a letter of agreement by Bruce Trull, Safeway and Al Pacheco, UFCW Local 7 on 7/27/94.
7. Layoff Procedures, Colorado Springs retail clerks and meat bargaining units. Clarifies layoff procedures in Section 75 of the retail clerks contract and Section 97 of the retail meat contract for the Colorado Springs bargaining units. Signed by Bruce Trull, Safeway on 12/18/94 and Michael Belo, UFCW Local 7 on 11/23/94.
8. B-10 Additional Hours Request List for Northern Colorado (Brighton, Longmont, Loveland, Ft. Collins, Greeley and Estes Park). Establishes an additional hours request list by classification for the meat bargaining units in the above referenced bargaining units. Signed by Bruce Trull for Safeway and Dwayne Adkins, UFCW Local 7, dated 3/28/91.
9. B-10 Meat Cutter on Duty and Lunch Period (Steamboat Springs, Loveland, Longmont, Ft. Collins, Greeley, Grand Junction, Gunnison, Craig and Colorado Springs). Deletes the requirement in the above mentioned contracts to have a meat cutter on duty (Article 2, Section 2C and also during the lunch period (Article \_\_\_, Section \_\_\_). Signed by Bruce Trull, Safeway and Dwayne Adkins, UFCW Local 7, dated 12/27/88.
10. Floater Pool Letter of Understanding for Denver Metro dated April 25, 1989 signed by Gary L. Pickel for Safeway and Dwayne L. Adkins for UFCW Local No. 7. Deleted in the Last, Best and Final Offer to UFCW Local 7 dated June 24, 1996, except for the last paragraph.

11. Vail, Colorado Addendum Agreement dated February 28, 1991 executed by Bruce Trull for Safeway and Dwayne Adkins for UFCW Local No. 7.
12. Dress Requirements letter pursuant to Article 54 of this Agreement. Clarifications made to language in the Strike-Lockout Settlement Offer to UFCW Local 7 dated June 24, 1996.
13. Seasonal Scheduling Needs, Estes Park meat cutters bargaining unit. Identifies procedures for staffing meat cutters from May 1 to September 15 of each year. Letter of Understanding signed by Gary Pickel, Safeway Inc., 4/9/99 and John Mathewson, UFCW Local No. 7, 4/23/99.
14. Starbucks Coffee Specialist – Establishes the classification of Starbucks Coffee Specialist to be a part of each current Safeway Inc. and UFCW No. Local 7 retail meat cutter collective bargaining agreement in the State of Colorado. Letter of Agreement dated May 3, 2000 signed by Gary L. Pickel for Safeway and Al Pacheco for UFCW Local No. 7.
15. China Express Cook – Establishes the classification of China Express Cook to be a part of each current Safeway Inc. and UFCW Local No. 7 retail meat cutter collective bargaining agreement in the State of Colorado. Letter of Agreement dated May 3, 2000 signed by Gary L. Pickel for Safeway and Al Pacheco for UFCW Local No. 7.
16. Employee Buyout dated May 19, 2005. Signed by Gary L. Pickel for Safeway Inc. and John Mathewson for UFCW Local No. 7.

## SAFeway INC. MEAT LETTERS OF UNDERSTANDING

Safeway agrees to carry forward the specific Letters of Understanding as listed below. Any Letter not referenced below shall be deemed null and void.

1. B-1 Employees reinstated under terms of Alcoholic Rehabilitation Program Agreement reached as a result of an Agreement reached as a result of a meeting held on March 31, 1983, between Charles Mercer, UFCW 7 and Rex Berry, Safeway.

As a result of a meeting held on March 31, 1983 between Charles Mercer and Rex Berry, the following terms and conditions have been agreed upon regarding future letters of agreement concerning employees re-instated under the terms of our Alcoholic Rehabilitation Program.

1. The employee must enroll in an Alcoholic Rehabilitation Program recognized by the State and/or Federal Government.
2. The employee must sign a release which permits Safeway Stores, Inc. and Retail Clerks Union, Local 7 access to any and all information related to his/her treatment required by, or undertaken in, the Alcoholic Rehabilitation Program. Safeway Stores, Inc. has the right in its discretion, to obtain status reports from the Alcoholic Rehabilitation Program Organization.
3. Any employee terminated from Safeway Stores, Inc. for any reason, who later claims to be an alcoholic, will not be entitled to any back pay should the employee be reinstated under this policy.
4. The Alcoholic Rehabilitation Program shall not in any way interfere with the written work schedule at the employee's place of employment.
5. Any employee enrolled in an Alcoholic Rehabilitation Program is still subject to progressive discipline for any infraction of Safeway Stores, Inc. rules, regulations, or policies, and remains subject to the applicable collective bargaining agreement.
6. Safeway Stores, Inc. shall not be liable for any expense associated with an employee's enrollment in an Alcoholic Rehabilitation Program.
7. Should an employee violate any provision of the Alcoholic Rehabilitation Program, the Company and the union will review the violation to determine if there are any highly unusual circumstances which might warrant continuation in the program. If there are no such circumstances, the employee shall be terminated immediately.
8. Upon enrolling in the Alcoholic Rehabilitation Program, the employee shall be reinstated, but the employee will not necessarily be assigned his/her place of employment from which he/she was terminated. Safeway Stores, Inc. reserves the right to reinstate an employee to a place of employment which best serves the operational interest of Safeway Stores, Inc.
9. Reinstatement shall be no later than two full weeks after the agreement is signed, or two full weeks after a "dry-out period", if required by the treating physician.

- 10 An employee terminated under the provisions of the Absentee Program who is later reinstated under the Alcoholic Rehabilitation Program will return to work under the provisions of the Absentee Program at the same level and status which prevailed at the time of termination.
- 11 Once an employee has successfully completed an Alcoholic Rehabilitation Program under this policy, the employee shall not be entitled to the benefits of this policy a second time.
2. B-3 Procedure for Scheduling Employees with Conscientious Objections to Working on Their Day of Sabbath. Unsigned and Undated agreement between Safeway and UFCW Local 7

PROCEDURE FOR SCHEDULING EMPLOYEES WITH  
CONSCIENTIOUS OBJECTIONS TO  
WORKING ON THEIR DAY OF SABBATH

We have had a number of requests for the procedure in the handling of employees scheduled on a day which is their day of Sabbath. Safeway has entered into an agreement with UFCW which provides certain procedures for accommodating individuals who have such conscientious objections.

Problems can result in a grievance under the contract as well as a possible violation of the laws against discrimination on the basis of religion, so please follow these procedures carefully and call Safeway Inc. Human Resources if necessary.

This procedure, of course, applies only to any employee who advised you:

1. that they have conscientious objections to working a particular day of the week.
2. the nature of their conscientious objections, and
3. the particular day of the week which they are unable to work

If you have any questions concerning whether the employee actually has bona fide conscientious objections, be certain to contact Employee Relations and review the matter. You also should complete the form attached to these instructions, ask the employee to sign it, and route it to Safeway Inc. Human Resources Department for future reference.

The procedure for scheduling is as follows

1. Until noon on Saturday for the following week's schedule an employee may identify and request an exchange of shifts with any employee junior to him in the same job classification in the store which will result in the employee obtaining their Sabbath as a day off. You may deny this request if the exchange would require an employee to perform duties for which they are not trained, or for some other equally substantial business reason. Otherwise you must grant the request. Seniority shall prevail, and the junior employee cannot refuse to make the trade.
2. As an option, an employee may identify and request an exchange of shifts with a senior employee who is willing to make such an exchange. Again, you may deny this request if the exchange would require an employee to perform duties for which they are not trained, or for some other *equally substantial business reason. Otherwise you must grant the request. Seniority shall prevail* and the senior employee may refuse to make the trade.

3. As a third alternative, an employee may simply decline to work on their day of Sabbath if they cannot trade shifts with anyone else. Such an employee will not be disciplined under the Absenteeism Program except for failure to notify the Company prior to a scheduled shift that he will not work on their day of Sabbath. You will then assess points for failure to call, but not for the absence itself.
4. If an employee cannot make a change of shifts and is scheduled on their day of Sabbath for the entire bid period or for any extended period of time, it is permissible for that employee to advise you at the beginning of the bid period or other extended period of time that they will not work on such day for the entire three months. Such an employee, if full-time, will not in fact be scheduled 40 hours, but 32 hours. The Company has no obligation to provide 40 hours work under these circumstances.

Attached you will find a form for keeping a record of any such scheduling accommodation.

It is very important that we follow these procedures and complete the attached form in the event we are challenged on our application of the settlement agreement.

TO: Employee Relations                      FROM: Store No. \_\_\_\_\_  
    Manager: \_\_\_\_\_  
    DATE: \_\_\_\_\_

Subject            Scheduling of Employee with Conscientious Objections to Working on His or Her Day of Sabbath

Employee Name: \_\_\_\_\_

Nature of Conscientious Objections \_\_\_\_\_

Day of Week Unable to Work \_\_\_\_\_

Nature of Request for Accommodation: \_\_\_\_\_

(Explain fully which aspect of Scheduling Procedure Employee Has Sought to Utilize)

Store Manager Response: \_\_\_\_\_

(Was Request Granted, and if not, State Specifically why not)

I acknowledge that the above information is true and correct.

\_\_\_\_\_  
 Store Manager Comments                      Employee Signature

\_\_\_\_\_  
    Signed

Distribution: Original to ERD  
                      Retain copy in store  
                      Second copy to District Office



3. B-6 Grievance Settlements at Store Level. Provides for non-precedent grievance settlements between Store Managers and Union Stewards dated February 3, 198\_ and signed by Bruce Trull, Safeway Inc., and Charles Mercer, UFCW Local 7.

Safeway, Denver Division and UFCW Local 7 agree that Safeway's Store Managers and the Union Store Stewards shall be allowed to settle grievances at the store level with no precedent

4. B-11 Seniority. Provides that all employees that have transferred into the meat bargaining unit from the retail clerks bargaining unit shall have their seniority date of hire retroactive to the first date of hire with the Company effective May 9, 1983. Signed by Alfonso Pacheco, UFCW Local 7 on 8/2/93 and Bruce Trull, Safeway, on 9/3/93.

The Union and the Company agree that all employees, that have transferred to the meat bargaining unit from the retail clerks bargaining unit for promotion or other purposes, shall have their seniority date of hire be retroactive to the first date of hire with the Company.

This shall take affect May 9, 1993

5. Meat Cutters Bargaining Unit--Colorado Springs. Establishes meat cutter floater pool for the Colorado Springs meatcutters signed by Dwayne Adkins, UFCW Local 7 and Bruce Trull and Gordon Todd, Safeway, dated 5/12/88

All meat cutters with the exception of (Market Managers) Head Cutters, and one most senior cutter assigned to each store, shall be placed into a single "floater pool" within the bargaining unit.

When the Employer determines the hours necessary in the bargaining unit for said "floater pool", the seniority of floaters shall be honored, first in the weekly scheduling of floaters to the fewest number of stores, and secondly in scheduling a floater the greatest number of hours up to (40) forty in a week.

6. Transfers and Seniority. Agreement added to all Colorado Meat bargaining units between Safeway and Meat Cutters Union Local 634 (now UFCW Local 7). Provides for continuous employment seniority after 30 days when an employee transfers between Colorado meat bargaining units. Effective January 10, 1978. Signed May 1, 1980. Resigned as a letter of agreement by Bruce Trull, Safeway and Al Pacheco, UFCW Local 7 on 7/27/94.

In the event an employee transfers from one area in the State of Colorado to a bargaining unit in the State of Colorado in the jurisdiction of Local 634 (now Local 7), then all continuous employment seniority with the Company shall be recognized by both the Union and the Company after thirty (30) days in the bargaining unit to which the employee transfers. In the event the transferred employee is laid off in the new location, then the transferred employee shall retain the right to return to the area from which the employee transferred during this thirty (30) day period in the new bargaining unit.

It is agreed that this provision shall become effective on January 10, 1978, and shall not be retroactive for employees who have previously transferred into a new bargaining unit.

7. Layoff Procedures, Colorado Springs retail clerks and meat bargaining units. Clarifies layoff procedures in Section 75 of the retail clerks contract and Section 97 of the retail meat contract for the Colorado Springs bargaining units. Signed by Bruce Trull, Safeway on 12/18/94 and Michael Belo, UFCW Local 7 on 11/23/94.

1. This agreement pertains to the implementation of layoff procedures in Section 97 of the retail meat contract and Section 75 of the retail clerks contract for the Colorado Springs bargaining units.

2. The purpose of this agreement is to ensure that to the greatest extent possible in circumstances when multiple layoffs are necessary, the Company will operate the layoff procedures in Section 97 (retail meat) and Section 75 (retail clerks) so that the least senior employees in the bargaining unit will be the employees who are laid off. Therefore, the Company will discontinue its current practice. Instead, the Company will complete the process of offering and having the employee choose the layoff options with the first affected employee before going to the second affected employee, then will complete the layoff options with the second affected employee before going to the next employee, and so forth.

3. Time limit for exercising options When a reduction in the work force is necessary, the Company will notify the affected employee of his/her options in accordance with Section 97 of the retail meat contract or Section 75 of the retail clerks contract. If the affected person is notified of his/her layoff options before 11:00 a.m., the affected person must inform the Company's designated representative (the district secretary, store manager, or other person handling the matter for the Company) of his/her chosen option by no later than 4:00 p.m. on the same day. If the affected person is notified of his/her options after 11:00 a.m., the affected person must inform the Company's representative of the chosen option by 8:30 a.m. on the next day. These are outside time limits, and the affected person is free to inform the Company of which option he/she chooses sooner than these time limits.

4. Effect of not exercising option within time limits If the affected person does not notify the Company of his/her chosen option within the time limits set forth above, the affected person will be deemed to have exercised the first option specified in Section 97 (retail meat) or Section 75 (retail clerks) that is available, assuming that the affected person qualifies for such option when the contract requires qualifications. For example, if a retail clerk employee does not notify the Company of his/her chosen option within the time limits, he/she will be deemed to have chosen the option in Section 75 of displacing a less senior employee within the same classification in the store or, if such option is unavailable, of displacing the least senior employee within the same classification in the bargaining unit.

5. The Company will implement this procedure as soon as possible. If either party wishes to discontinue this agreement, it may do so after it has given written notice of at least 30 days to the other party.

8. B-10 Additional Hours Request Test for Northern Colorado (Brighton, Longmont, Loveland, Ft Collins, Greeley and Estes Park) Establishes an additional hours request list by classification for the meat bargaining units in the above referenced bargaining units. Signed by Bruce Trull for Sateway and Dwayne Adkins, UFCW Local 7, dated 3/28/91.

The Company agrees to establish an additional hour request list, by classification, for the meat bargaining units represented by Local 7 in Estes Park, Brighton, Longmont, Loveland, Fort Collins and Greeley.

Additional hours are those created by increased schedules, leaves of absence, vacations or sick calls during the affected work week.

When it is necessary to work additional hours, the additional hours shall first be offered by seniority to employees within the affected classification and store who are scheduled less than 40 hours. If these hours cannot be filled, the Company will offer the hours by seniority to employees within the affected classification within the bargaining unit who are scheduled less than 40 hours. And, if it is still

necessary to fill the additional hours of work needed, the Company will offer the hours by seniority to employees within the affected classification who are scheduled less than 40 hours in the above-described bargaining units.

Further, it is the employee's responsibility to notify the Company of his/her desire to work additional hours and said request shall remain in effect until revoked by the employee.

Either party shall have the right to terminate this agreement upon thirty (30) day's written notice.

- 9 B-10 Meat Cutter on Duty and Lunch Period (Steamboat Springs, Loveland, Longmont, Ft. Collins, Greeley, Grand Junction, Gunnison, Craig and Colorado Springs). Deletes the requirement in the above mentioned contracts to have a meat cutter on duty (Article 2, Section 2C and also during the lunch period (Article \_\_\_, Section \_\_\_). Signed by Bruce Trull, Safeway and Dwayne Adkins, UFCW Local 7, dated 12/27/88.

The parties agree that the current contract language of the above-mentioned contracts shall be amended by deleting Article 2, Section 2C and Article \_\_\_, Section \_\_\_, last paragraph and the deleted language shall have no effect. [Note: It is understood that the reference to Article \_\_\_, Section \_\_\_ in the Letter of Understanding is null and void as a consequence of the changes negotiated between the parties with respect to Article 24 in the Collective Bargaining Agreement.]

10. Floater Pool Letter of Understanding for Denver Metro dated April 25, 1989 signed by Gary L. Pickel for Safeway and Dwayne L. Adkins for UFCW Local No. 7. Deleted in the Last, Best and Final Offer to UFCW Local 7 dated June 24, 1996, except for the last paragraph.

From the date of this agreement, until the expiration date of the current collective bargaining agreement, the Company shall be allowed no more than fifteen (15) first cutters in the Denver bargaining unit. The Company shall have the right to assign these employees to any store it may choose.

11. Vail, Colorado Addendum Agreement dated February 28, 1991 executed by Bruce Trull for Safeway and Dwayne Adkins for UFCW Local No. 7.

1. Beginning in 1990, the Employer shall pay a bonus of ten percent (10%) of gross earnings to all employees employed as of Saturday following Easter Sunday.
2. The bonus shall be paid on all hours paid up to forty (40) per week for the (ski season) period from the first full week prior to Thanksgiving through the Saturday following Easter Sunday.
3. The bonus shall be paid the pay period following Easter Sunday.
4. The Employer reserves the right to not allow any employees to take vacation during the ski season.
5. It shall be the employer's option to have the store remain open on Thanksgiving and Christmas.
6. This Agreement shall be in full force and effect throughout the term of the collective bargaining agreement between these parties.

12. Dress Requirements letter pursuant to Article 54 of this Agreement. Clarifications made to language in the Strike-Lockout Settlement Offer to UFCW Local 7 dated June 24, 1996.

Effective October 1, 1996, in addition to published grooming requirements, employees shall be expected to report to work as follows: White oxford (long or short sleeved) shirt. Sweatshirts are not permitted, but black or navy cardigan style sweaters are permitted, as are cardigan vests. Undershirts with printing, logos or designs that show through are not permitted. The Company provided name badge must be worn while on duty. Black dress type pants of dress wool, cotton, knit, or black non-faded denim material in good condition and repair, which shall be provided by the employee. "Dockers" type pants are acceptable. Sweats, stirrup pants, stretch pants, painter pants spandex, etc. are prohibited. Shoes must be black or white, clean and in good condition. Open toe or open heel shoes are not permitted. Laces must be black when black shoes are worn or white when white shoes are worn. Socks or nylon hose must be worn with the shoes. The Company will provide one (1) necktie and two (2) aprons, which will be replaced by the Company if worn out or damaged as a consequence of normal wear and tear. Employees will be required to replace at their cost lost ties and aprons. Meat cutters and wrappers shall be provided smocks/coats in lieu of aprons or vests.

13. Seasonal Scheduling Needs, Estes Park meat cutters bargaining unit. Identifies procedures for staffing meat cutters from May 1 to September 15 of each year. Letter of Understanding signed by Gary Pickel, Safeway Inc., 4/9/99 and John Mathewson, UFCW Local No. 7, 4/23/99.

From May 1 to September 15 of each year, the Company and the Union agree that the store in Estes Park must be properly staffed, as determined by the Employer. Therefore, the following procedure shall apply:

1. Qualified courtesy clerks will be promoted
2. Previously employed temporary seasonal employees will be considered for employment
3. Job openings will be filled locally, whenever possible
4. Job openings will be posted in Safeway Colorado UFCW contract area stores as provided for in Article 27, Section 65
5. Project employees may be hired on or after May 1 and these project employees must be terminated by September 15. Project employees will be paid the contract benefits and wage rates, but will not accrue any seniority rights.
6. Any current employee whose seniority date was adversely affected will have their seniority date adjusted to their date of hire
7. This agreement resolves Case No. 98-1544. The Union agrees to withdraw this grievance.

14. Starbucks Coffee Specialist – Establishes the classification of Starbucks Coffee Specialist to be a part of each current Safeway Inc. and UFCW No. Local 7 retail meat cutter collective bargaining agreement in the State of Colorado. Letter of Agreement dated May 3, 2000 signed by Gary L. Pickel for Safeway and Al Pacheco for UFCW Local No. 7.

THIS AGREEMENT is made and entered into by and between SAFEWAY, INC., Denver, Colorado, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado.

1. The parties agree to the establishment of a new classification of Starbucks Coffee Specialist that shall be part of each current Safeway, Inc. and UFCW Local #7 retail meat cutter collective bargaining agreement in the State of Colorado.
  2. All duties associated with the preparation and serving of Starbucks beverages sold in the Starbucks Coffee Shop shall be performed exclusively by employees designated as Starbucks Coffee Specialists. Other merchandise, to include Starbucks Brand products and merchandise, and pastries sold in the Starbucks Coffee Shop will be handled by Starbucks Coffee Specialists.
  3. Starbucks Coffee Specialists shall be subject to all the terms and conditions of the Meat Cutter Principal Agreement except that the Company may fill this position at its discretion and such employees in the Starbucks Coffee Specialist classification cannot be bumped or otherwise displaced by employees in any other classification.
  4. The rates of pay for a Starbucks Coffee Specialist shall be the same as the Deli Clerk classification in the respective Bargaining Unit where a Starbucks Coffee Shop is established.
  5. One Starbucks Lead Person per Store may be designated by the Employer at its discretion. The Lead Person will not be prohibited from performing any duties in the Starbucks Coffee Shop. The rate of pay will be \$12.72 per hour.
  6. It is understood and agreed that management retains the right to determine the number of hours and start times of each shift to be worked within the Starbucks Coffee Shop. Hours worked by employees in the Starbucks Coffee Specialist or Lead classifications cannot have their hours claimed by employees in other classifications.
  7. The Starbucks Department may have a cash register that may be operated by the Starbucks Lead Person or employees in the Starbucks Coffee Specialist classification. The Employer retains the right to assign Deli Clerks at its discretion to operate the cash register. Employees in the Starbucks Department will be not permitted to wear black jeans.
  8. In the event of a Department closure or layoff, employees shall be permitted to exercise his/her seniority to displace the least senior employee in the bargaining unit in the classification or shall be allowed to bump into the Deli Department if they have six (6) months of experience.
15. China Express Cook – Establishes the classification of China Express Cook to be a part of each current Safeway Inc. and UFCW Local No. 7 retail meat cutter collective bargaining agreement in the State of Colorado. Letter of Agreement dated May 3, 2000 signed by Gary L. Pickel for Safeway and Al Pacheco for UFCW Local No. 7.

THIS AGREEMENT is made and entered into by and between SAFEWAY, INC., Denver, Colorado, hereinafter referred to as the "EMPLOYER" and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado.

1. The parties agree to the establishment of a new classification of China Express Cook that shall be part of each current Safeway, Inc. and UFCW Local #7 retail meat cutter collective bargaining agreement in the State of Colorado.
  2. All duties associated with the preparation and cooking of China Express meals shall be done exclusively by China Express Cooks.
  3. China Express Cooks shall be subject to all the terms and conditions of the Meat Cutter Principal Agreement except that the Company may fill this position at its discretion and such employees in the China Express Cook classification cannot be bumped or otherwise displaced by employees in any other classification.
  4. The rates of pay for a China Express Clerk shall be the same as the Deli Clerk classification in the respective Bargaining Unit where a China Express is established. One Lead Cook per Store may be designated by the Employer at its discretion. The Lead Cook will not be prohibited from performing any duties in the China Express Department. The rate of pay for a Lead Cook will be \$12.72 per hour.
  5. It is understood and agreed that management retains the right to determine the number of hours and start times of each shift to be worked within the China Express Department. Hours worked by employees in the China Express classifications cannot have their hours claimed by employees in other classifications.
  6. The Hot Display Case may be worked by China Express Cooks and Lead Cooks. The Employer retains the right to assign Deli Clerks at its discretion to work the Hot Display Case.
  7. The China Express Department may have a cash register that may be operated by China Express Cooks or Lead Cooks. The Employer retains the right to assign Deli Clerks at its discretion to operate the cash register.
  8. In the event of Department closure or layoff, employees shall be permitted to exercise his/her seniority to displace the least senior employee in the bargaining unit in the classification or shall be allowed to bump into the Deli Department if they have six (6) months experience.
16. Employee Buyout dated May 19, 2005. Signed by Gary L. Pickel for Safeway Inc. and John Mathewson for UFCW Local No. 7.

Employee Buyout

The Employer, at its discretion, may establish a buyout program as follows:

1. Employees with ten (10) or more years of service who elect this buyout by a date determined by the Employer and who work through their release date.
  - \$500 per year of service – Part-time employees
  - \$1,000 per year of service – Full-time employees

2. **Employer retains the right upon notification to the Union to:**
  - **establish offer dates and release dates**
  - **terminate or extend the program**
  - **require employees to sign a waiver and release**
  - **limit the maximum payout under this program to any employee to 20 years of service**
3. **The employer may limit, by bargaining unit, the number of employees who can take this buyout at each store or facility. If more employees elect than permitted—go by seniority.**
4. **Program not subject to Grievance and Arbitration Procedure**

Original Letters of Understanding on file at Safeway Inc. Labor Relations

The Article and Section numbers referenced herein have been modified to correspond with the current Agreement.

## WEINGARTEN RULES

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, you should ask if it is for disciplinary action. If so, the following rules apply:

- Rule I:** The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.
- Rule II:** After the employee makes the request, the employer must choose from among three options. The employer must either:
  - A. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee, or
  - B. Deny the request and end the interview immediately, or
  - C. Give the employee a choice of:
    - 1. having the interview without representation or
    - 2. ending the interview.
- Rule III:** If the employer denies the request for union representation, and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.



## M E D I C A L   C L A I M S

When you have questions regarding eligibility, benefits, or how to file a claim, please contact the Fund Office at the following address, where the staff will be please to assist you:

### M E D I C A L   /   V I S I O N

ZENITH ADMINISTRATORS  
PO Box 157  
8700 Turnpike Dr., #200  
Westminster, CO 80036-0157  
Telephone: 303-430-9334  
Toll Free: 1-800-527-1647

### K A I S E R   -   H M O   O P T I O N

Customer Service: (303) 338-3800

### D E N T A L

DELTA DENTAL PLAN OF COLORADO  
Stanford Place III  
4582 South Ulster Street, Suite 800  
Denver, CO 80237  
Telephone: 303-741-9300  
Customer Service: 303-741-9305 or 1-800-610-0201

### P E N S I O N

ZENITH ADMINISTRATORS  
PO Box 1088  
8700 Turnpike Dr., #200  
Westminster, CO 80036-1088  
Telephone: 303-430-9476 or 1-800-390-3083

### M E N T A L   H E A L T H   /   S U B S T A N C E   A B U S E

### M I N E S   &   A S S O C I A T E S ,   P . C .

600 Grant Street, Suite 202  
Denver, CO 80203  
Telephone: 303-832-1068  
Toll Free: 1-800-873-7138

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## **DO NOT GO SUSPENDED!!!**

**REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON** (termination, lay off, leave of absence, etc.) apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in **SUSPENSION** from the Union and a reinstatement fee will be charged. If you leave the industry, **IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!**

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fees(s). Withdrawal cards must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

### **WITHDRAWAL CARD REQUEST FORM**

When your employment terminates, or if you are laid off, or on a Leave of Absence over 30 days, you should request a Withdrawal Card.

SS# \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home

Phone \_\_\_\_\_ Company \_\_\_\_\_ Store# \_\_\_\_\_

Job Class \_\_\_\_\_ Last Day Worked \_\_\_\_\_

**DUES MUST BE PAID FOR THE MONTH IN WHICH YOU REQUEST  
A WITHDRAWAL CARD.**